

**CITY OF BERKELEY
POLICE DEPARTMENT**

MEMORANDUM OF UNDERSTANDING (MOU) COMPENDIUM

AGREEMENTS WITH OTHER LAW ENFORCEMENT AGENCIES
AND PRIVATE ORGANIZATIONS



(Submitted in compliance with Berkeley Municipal Code §2.04)

PREFACE

This Compendium contains current written agreements referenced in Berkeley Municipal Code §2.04.150, et seq. (hereafter, Ordinance), as of the date indicated below. This Compendium satisfies the requirements of the Ordinance, as written and intended, regarding public disclosure of professional relationships with other law enforcement agencies and private organizations.

The Compendium has been updated to accurately conform with the requirements set forth in the Ordinance. Existing document subjects are retained and descriptions of new or previously not described agreements have been added; content is based on the current version, presented to and approved by Council on July 22, 2025.

Regarding interaction, cooperation, and information sharing with other law enforcement agencies and private organizations not specified in this compendium, this Department shall engage those agencies as permitted by law and relevant policy, and in accordance with common professional courtesy, to facilitate lawful investigation and promote public safety.

The 2025 Compendium streamlines content by excluding informal agreements or understandings and focuses on formal agreements that are currently in effect. The following information describes changes that were made to the current MOU Compendium.

For reference, the previous 2018 MOU Compendium can be found at this link:

<https://berkeleyca.gov/sites/default/files/documents/2018%20MOU%20Compendium.pdf>

Summary of Changes

- New agreements added since July 23, 2018
- Existing agreements renewed or revised
- MOUs pending revision
- MOUs or Operational Agreements removed or discontinued
- General Understandings removed or superseded by policy

New Agreements

- **1.1 Alameda County Sobering Center:** This operational agreement with Cherry Hill Detoxification Services Program, managed by Horizon Treatment Services, is an updated agreement that previously was between BPD and the Safe House Sobering Center, which is no longer in operation.

- **1.21 Alameda County Emergency Medical Services Agency (EMS Agency):** The EMS Agency has agreed to provide BPD with 14 Automated External Defibrillators (AEDs), which supplies one AED for each BPD beat car. The purpose of this agreement is to enhance BPD's readiness and response capabilities when a community member experiences cardiac arrest.
- **3.13 United States Marshals Service Fugitive Task Force:** The primary mission of this task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offense, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. A BPD task force officer would refer cases for which they hold the primary warrant for the fugitive, for approval through the task force's Chief Inspector.

No Substantive Changes and/or only Updated Signatories

- **1.4 Alameda County District Attorney's Office Victim/Witness Assistance Division**
- **1.7 Bay Area Rapid Transit Police (BART).**
- **1.9 East Bay Regional Parks Police (EBRP Police)**
- **1.11 Union Pacific Railroad Police Department**
- **2.7 California Department of Justice CALPHOTO**
- **2.9 California Department of Justice CLETS**
- **2.15 Law Enforcement Penal Code 830.1**
- **2.16 California Sex and Arson Registry (CSAR)**
- **3.12 Northern California Regional Intelligence Center (NCRIC)**
- **4.1 Child Abuse Listening, Interviewing and Coordination (CALICO)**
- **4.3 A Safe Place Domestic Violence Resource Center**

Minor Updates

- **1.12 University of California Police Department (UCPD):** The General Order (GO O-2) was rescinded and references to the order have been removed from the agreement. GO O-2 Appendices 1 and 2, contained two lists of UCPD addresses within the City of Berkeley. The two appendices have been combined into one list documented under Appendix 1, and subsequent appendices were re-numbered. This agreement was signed in September 2024.
- **2.11 California Highway Patrol (CHP):** This operational agreement was updated and remains largely the same. The main difference is that CHP will now handle criminal

- investigations in their jurisdiction and on freeways. This agreement was signed in 2024.
- **4.2 Critical Reach Public Safety Communications Systems:** This longstanding agreement has a recent addition consisting of an updated Terms of Use Agreement.
 - **4.5 Bay Area Women Against Rape (BAWAR):** The MOU is unchanged. However, this agreement will expire in September 2025 when BAWAR will cease to operate due to lack of funding.

Agreements Pending Updates

- **1.8 Berkeley Unified School District (BUSD):** There was an operational agreement from 2010. There is a pending update from 2025.
- **1.11 Union Pacific Railroad Police Department:** This agreement is from 2010 and is being reviewed for minor updates and new signatories.
- **1.15 San Jose Police Department, Silicon Valley Internet Crimes Against Children (ICAC) Task Force:** This agreement is from 2008 and is being reviewed for minor updates and new signatories.

Agreements Removed or Discontinued

- **1.3 Alameda County District Attorney's Office, Threat Management/Stalking Vertical Prosecution Program (2004):** This program was discontinued. This Operational Agreement was established in 2004.
- **1.5 Alameda County District Attorney's Office, Victim Advocacy Program/Elder abuse Working Group:** This program was discontinued. The Operational Agreement expired in 2018.
- **1.6 Alameda County Sheriff's Office (ACSO):** There was a 2019 agreement to participate in ACSO's Narcotics Task Force which expired in April of 2020.
- **1.13 Alameda County District Attorney's Office, Human Exploitation and Trafficking Unit (HEAT):** This program was discontinued in 2023. The Operational Agreement expired in 2020.
- **1.14 Alameda County District Attorney's Office Violence Against Women/Domestic Violence Project:** This agreement expired in 2021 and the program has been discontinued.
- **1.17 Alameda County District Attorney's Office, Memorandum of Understanding for Clearing and Preventing the Backlog of SART Exam Kits:** This 2015 agreement was grant funded and meant to clear the backlog of sexual assault forensic evidentiary exams. The grant funding and program have been discontinued.
- **1.18 Alameda County Sexual Assault Felony Enforcement (SAFE) Task Force:** This task force was disbanded (approximately three years ago) due to funding and staffing issues.

- **2.17 California Department of Justice UC Berkeley and Berkeley Police Department Domestic Violence / Sex Assault Reduction on Campus Grant:** This grant expired in 2023.
- **3.6 Department of Homeland Security Urban Area Security Initiative (DHS UASI):** This had previously been a financial agreement whereby BPD was granted or awarded funds for a specific purchase. The last UASI agreement was for the purchase of an armored van for rescue or high-risk operations.
- **3.8 Federal Bureau of Investigation (FBI):** Part of the agreement was previously removed. There was a 2009 agreement to participate in an Organized Crime Task Force which expired in September of 2010. There have been no additional or updated agreements since then. The general understanding with the FBI is removed and is now covered under Policy 327, Mutual Aid.

General Understandings – Removed or Superseded by Policy

- **1.2 Alameda County Chiefs of Police and Sheriff’s Association (ACCOPSA):** These were protocol and policy statements amongst Alameda County law enforcement agencies and were not formal agreements. This information is reference material and is maintained by Alameda County.
- **1.10 Oakland Police Department:** This understanding covered a routine request for mutual assistance from the Oakland Police Department for response to their jurisdiction on Panoramic Way in an emergency. It was removed and now covered under Policy 327, Mutual Aid.
- **1.16 Los Angeles Sheriff’s Department:** This is a 2013 letter from the Los Angeles County Sheriff that any California peace officer (as defined under Penal Code section 830.1), has the authority of a peace officer at all times within Los Angeles County. This is a common letter that is often coordinated with other law enforcement agencies and authorizes a peace officer’s powers statewide so long as there is prior consent of the chief of police, or person authorized to give such consent, if the place is within a county. These letters are typically coordinated by the California Police Chief’s Association and this relates to Item 2.15.
- **1.19 Burlington Northern Santa Fe Railway (BNSF):** This was a letter requesting assistance with trespassing and was not an agreement or compact. BNSF does not own any railroad stations, tracks, or right of way in the City of Berkeley.

- **1.20 Oakland Police Department (OPD):** Radio Communications: This item is outdated, as it addressed a time when OPD had a separate stand-alone radio system. They have subsequently been incorporated into the East Bay Regional Communications System Authority (EBRCSA).
- **2.1 California Boxing/Athletic Commission:** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **2.2 California Department of Alcohol Beverage Control:** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **2.3 California Department of Consumer Affairs:** This general understanding was removed, and is covered by Policy 327, mutual aid.
- **2.4 California Department of Corporations:** This general understanding was removed, and is covered by Policy 327, Mutual Aid. The agency no longer exists.
- **2.5 California Department of Corrections (Parole Division):** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **2.6 California Department of Fish and Game:** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **2.8 California DOJ, Law Enforcement Division:** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **2.10 DMV Division of Investigations:** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **2.12 California Horse Racing Board:** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **2.13 Cal OES LEMA Plan:** The 2019 version of the California Office of Emergency Services (CAL OES) Law Enforcement Mutual Aid Plan is a state policy document and is consistent with and describes state law concerning application of the Standardized Emergency Management System (SEMS) in law enforcement mutual aid situations.
- **2.14 Homeland Security, State Threat Assessment Center (STAC)** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **3.1 DHS Citizenship and Immigration Services:** This general understanding was removed and is covered under the Immigration Policy and Policy 327, Mutual Aid.
- **3.2 DHS US Coast Guard** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **3.3 DHS US customs and Boarder Protection** This general understanding was removed and is covered under the Immigration Policy and Policy 327, Mutual Aid.
- **3.4 Department of Homeland Security: US Immigration and Customs Enforcement (ICE):** This agreement was removed per the City Council's direction on 9/13/18.

- **3.5 DHS US Secret Service** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **3.7 DOJ ATF** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **3.9 DOJ DEA:** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **3.10 Internal Revenue Service (IRS):** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **3.11 US Postal Services (USPS):** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **4.4 National Insurance Crime Bureau (NICB):** This was for use of an NICB vehicle that is no longer in service. The agreement was removed in 2018.
- **5.1 Armed Services Police, Criminal Investigation and Special Operations Units:** This general understanding was removed, and is covered by Policy 327, Mutual Aid.
- **6.1 Processing Stolen Vehicles:** This general understanding was removed and addressed under Policy 609.
- **6.2 Disaster Management, COB Emergency Operations Plan 2016.** This report was produced by the Fire Department's Office of Emergency Services and may be downloaded from the following link [2016-Emergency-Operations-Plan.pdf](#)
- **6.3 Mutual Aid-** "General Order M-2" was updated to "BPD Mutual Aid and Outside Assistance Policy, Policy #327" and [California Office of Emergency Services Law Enforcement Mutual Aid Plan](#)
- **6.4 Vehicle Pursuit:** This policy statement was removed and is covered under Policy 307.
- **6.5 Criminal Investigations-** This general understanding was removed is covered by Policy 429.
- **6.6 Info Sharing with Review of Police Reports by Outside Agencies:** This general understanding was removed and covered under Policy 804.
- **6.7 Jail Operations:** This general understanding was removed and covered under Policy 900 and Resolution 62,066-N.S.
- **6.8 Use of Police Canines and Helicopters:** This policy reference was removed and is covered in policy 308 and 418 and Resolution 51,408-N.S.

LEGISLATIVE HISTORY

City Council accomplished public hearings, review and approval of submitted agreements and general understandings as required by BMC 2.04.170 on:

- March 12, 1974 (Resolution No. 46,409 N.S.)
- March 11, 1975 (Resolution Nos. 47,103 N.S.; 47, 104 N.S.; 47, 105 N.S.)
- March 30, 1976 (Resolution No. 47,873 N.S.)
- March 22, 1977 (Resolution No. 48,630 N.S.)
- July 27, 1982 (Resolution No. 51,445 N.S.)
- October 16, 1984 (Resolution No. 52,458 N.S.)
- April 29, 1986 (Resolution No. 53,207 N.S.)
- September 19, 2006 (Resolution No. 63,432 N.S.)
- April 20, 2010 (Resolution No. 64,847 N.S.)
- November 8, 2011 (Resolution No. 65,505 N.S.)
- September 18, 2012 (Resolution No. 65,901 N.S.)
- September 18, 2012 (Resolution No. 65,902 N.S.)
- October 15, 2013 (Resolution No. 66,344 N.S.)
- October 28, 2014 (Resolution No. 66,836 N.S.)
- December 15, 2015 (Resolution No. 67,327 N.S.)
- March 14, 2017 (Resolution No. 67,870 N.S.)
- June 20, 2017 (Resolution Nos. 68,050 N.S., 68-051 N.S., 68-052 N.S., 68-053 N.S.)
- July 23, 2018 (Resolution No. 68517 N.S.)

DEPARTMENT HEAD AFFIRMATION AND APPROVAL

I affirm I have reviewed the contents of this Compendium and approve its presentation to City Council for public hearing, review and approval.

Jennifer Louis, Chief of Police

Date

BERKELEY POLICE DEPARTMENT
MOU COMPENDIUM: AGREEMENTS WITH OTHER LAW ENFORCEMENT AGENCIES
AND PRIVATE ORGANIZATIONS

2025

CITY COUNCIL REVIEW

REVISED/NEW ITEMS ARE IN RED REMOVED ITEMS ARE IN GREEN

Ch. Pg. Title

CHAPTER 1 - LOCAL AGENCIES

- 1 1 Alameda County, Safe House Sobering Center (sponsored private program)
- 1 2 Alameda County Chiefs of Police and Sheriff Association Countywide Policy Statements
- 1 3 Alameda County DA's Office, Threat Management/Stalking Vertical Prosecution Program
- 1 4 Alameda County District Attorney's Office, Victim/Witness Assistance Division
- 1 5 Alameda County District Attorney's Office, Victim/Witness Assistance
- 1 6 Alameda County Sheriff's Office
- 1 7 Bay Area Rapid Transit Police Department
- 1 8 Berkeley Unified School District
- 1 9 East Bay Regional Parks Police Department
- 1 10 Oakland Police Department
- 1 11 Union Pacific Railroad Police Department
- 1 12 University of California Berkeley Police Department
- 1 13 Alameda County District Attorney, Human Exploitation and Trafficking
- 1 14 Alameda County District Attorney, Domestic Violence Prosecution Program
- 1 15 San Jose Police Department, Silicon Valley, Internet Crimes Against Children Task Force
- 1 16 Los Angeles County Sheriff's Department
- 1 17 Alameda County District Attorney, Clearing and Preventing the Backlog of SART Exam Kits
- 1 18 Alameda County District Attorney, Sexual Assault Felony Enforcement (SAFE) Task Force
- 1 19 Burlington Northern Santa Fe Railway (BNSF)
- 1 20 Oakland Police Department, Radio Communications
- 1 21 Alameda County Emergency Medical Services Agency

CHAPTER 2 - STATE AGENCIES

- 2 1 California Athletic Commission
- 2 2 California Department of Alcoholic Beverage Control
- 2 3 California Department of Consumer Affairs
- 2 4 California Department of Corporations
- 2 5 California Department of Corrections and Rehabilitation, Parole Division
- 2 6 California Department of Fish and Game
- 2 7 California Department of Justice, Cal-Photo
- 2 8 California Department of Justice, Law Enforcement Division
- 2 9 California Department of Justice, Law Enforcement Telecommunications System (CLETS)
- 2 10 California Department of Motor Vehicles, Investigations Division
- 2 11 California Highway Patrol

- 2 12 California Horse Racing Board
- 2 13 California Emergency Services Agency, Law Enforcement Mutual Aid Plan
- 2 14 Governor's Office of Homeland Security, State Terrorism Threat Assessment Center (STTAC)
- 2 15 Law Enforcement Consent Authorization (Penal Code 830.1)
- 2 16 California Sex and Arson Registry
- 2 17 California Department of Justice UCBDP and BPD DV/Sexual Assault Reduction Grant

CHAPTER 3 - FEDERAL AGENCIES

- 3 1 Department of Homeland Security, U.S. Citizenship and Immigration Services
- 3 2 Department of Homeland Security, U.S. Coast Guard
- 3 3 Department of Homeland Security, U.S. Customs and Border Protection
- 3 4 Department of Homeland Security, U.S. ICE – PREVIOUSLY RESCINDED
- 3 5 Department of Homeland Security, U.S. Secret Service
- 3 6 Department of Homeland Security, Urban Area Security Initiative (UASI) Program
- 3 7 Department of Justice, Bureau of Alcohol, Tobacco, and Firearms
- 3 8 Department of Justice, Federal Bureau of Investigation
- 3 9 Department of Justice, U.S. Drug Enforcement Administration
- 3 10 Department of Treasury, Internal Revenue Service
- 3 11 United States Postal Service, Postal Inspection Service
- 3 12 Northern California Regional Intelligence Center (NCRIC)
- 3 13 United States Marshals Service Fugitive Task Force

CHAPTER 4 - PRIVATE AGENCIES

- 4 1 Child Abuse Listening, Interviewing & Coordination (CALICO)
- 4 2 Critical Reach Public Safety Communication System
- 4 3 A Safe Place
- 4 4 National Insurance Crime Bureau – PREVIOUSLY RESCINDED
- 4 5 Bay Area Women Against Rape

CHAPTER 5 – MILITARY AGENCIES

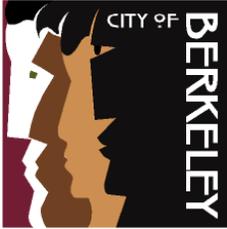
- 5 1 Armed Services Police, Criminal Investigation and Special Operations Units

CHAPTER 6 – OTHER PROTOCOLS

- 6 1 Investigation, Processing Evidence from Local Recovered but Outside Stolen Vehicles
- 6 2 Disaster Management, City of Berkeley Emergency Operations Plan
- 6 3 Mutual Aid and Agreements with Law Enforcement Agencies
- 6 4 Vehicle Pursuit
- 6 5 Criminal Intelligence
- 6 6 Information Sharing with and Review of Police Reports by Outside Agencies
- 6 7 Jail Operations and Services to Outside Agencies
- 6 8 Use of Police Canines and Helicopters

Berkeley Police Department MOU Compendium

Item #	1.1
Title:	LOCAL: ALAMEDA COUNTY, CHERRY HILL DETOXIFICATION SERVICES PROGRAM (sponsored private program)
Type:	Written Agreement
Approvals:	Initial: April 20, 2010 / Latest: PENDING UPDATE
Summary:	Cherry Hill Detoxification Services Program (hereafter “Program”) is operated on behalf of Alameda County by Horizon Treatment Services. Its mission is to provide opportunities for consenting eligible adults exhibiting acute physiological effects of alcohol and/or drug intoxication to regain sobriety in a safe, supervised environment. The Police Department agrees to support the Program’s operational mission and participate as a referring law enforcement agency.
Rationale:	The supervised sobering services offered by the Program provide consenting intoxicated persons a reasonable alternative to incarceration, and an avenue toward detoxification and improvement in their health and quality of life. Referrals to the Program may have a positive effect upon other social services, health care facilities, communities, and families adversely impacted directly or indirectly by chronic intoxicant abuse. Maintaining an operational agreement with the Program promotes consistent participation in their Program and may serve as a viable alternative to incarceration.
Cost:	<i>If Approved:</i> Specific costs for incident investigation and criminal case preparation cannot be exactly calculated. Non-criminal disposition may reduce costs associated with investigation and prosecution. <i>If Not Approved:</i> Fiscally neutral. Staff will continue to investigate incidents, direct offenders to the criminal justice system, and participate in court case preparation.
Recommendation:	Approval



Police Department

Cherry Hill
Horizon Treatment Services
2035 Fairmont Dr.
San Leandro, CA 94578

Subject: **MUTUAL OPERATIONAL AGREEMENT**

Mr. Anthony Bass, Program Manager:

This Operational Agreement stands as evidence that the involved Parties, the City of Berkeley Police Department (hereafter "Department") and Cherry Hill Detoxification Services Program (hereafter "Program") intend to work together toward the mutual goal of providing opportunities for consenting eligible adults exhibiting acute physiological effects of alcohol and/or drug intoxication (hereafter "Clients") to regain sobriety in a safe, supervised environment.

Both Parties to this Agreement believe that the supervised sobering services offered by the Program provide Clients a reasonable alternative to incarceration and criminal prosecution, and an avenue toward detoxification and improvement in their health and quality of life. The Parties also acknowledge referral of Clients to the Program may have a positive effect upon social services, health care-facilities, communities, and families adversely impacted directly or indirectly by chronic intoxicant abuse.

To this end, the Department agrees to support the Program's operational mission and participate as a referring law enforcement agency. Within written operational guidelines established and agreed to by both Parties:

- 1) Department employees will refer Clients to the Program as an authorized alternative to their investigation and incarceration for criminal public intoxication (e.g., CA Penal Code §647(f)). Department employees may also cite and release Clients for Penal Code §647(f) while simultaneously referring them to the Center.
- 2) The Department will be responsible for the Client's care and safety until the conclusion of the Program's intake process and lawful release from custodial detention.
- 3) The Program will evaluate eligibility of Clients referred to their facility by Department employees during the intake process and receive those deemed acceptable.
 - a. Should the Program determine a Client is not acceptable for entry to the Program due to medical reasons, the Program will accept responsibility for the Client and be responsible for coordinating necessary immediate medical care.

- b. Should the Program determine a Client is not acceptable for entry to the Program for other than medical reasons, the Department will maintain custody and responsibility for the Client, and will remove the Client from the Program for other custodial disposition authorized by law and policy.
- 4) Upon accepting responsibility for a Client, the Program will be responsible for the Client's care and safety -until an appropriate disposition regarding the Client is accomplished.
- 5) Once the Program has accepted responsibility for the Client:
 - a. The Department will not be responsible or liable for the Client's safety or welfare, or the Client's conduct; and,
 - b. The Program agrees to indemnify, defend, and hold harmless the City of Berkeley, and its officers, agents, volunteers and employees, as to all claims or lawsuits against the City of Berkeley, its officers, agents, volunteers or employees, for injury, death, or damages sustained by or caused by a Client under the Program's care.
- 6) Subsequent to being received into the Program, should a Client referred by the Department, due to non-medical issues, including, but not limited to, belligerence or combativeness, become ineligible to remain within the Program, the Program will be responsible for the Client's safe disposition out of the Program (e.g., requesting assistance from Alameda County Sheriff's Department personnel.)

This operational agreement shall become effective upon execution by each agency. The term of this Operational Agreement is 7 years from the effective date. Either agency may terminate from this Operational Agreement by 30 days prior written notice provided to the other agency. In the event of an emergency, this Operational Agreement may be cancelled by either agency without notice.

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.

 Jennifer Louis (Date)
 Chief of Police
 Berkeley Police Department

 Anthony Bass (Date)
 Program Manager
 Cherry Hill
 Horizon Treatment Services

Berkeley Police Department MOU Compendium

Item #	1.4
Title:	LOCAL: ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE, VICTIM / WITNESS ASSISTANCE DIVISION
Type:	Written Agreement
Approvals:	Initial: 2015 / Latest: October 1, 2022
Summary:	The Alameda County District Attorney's Office's Victim/Witness Assistance Division provides services to victims of crime and their families. The Police Department affirms its statutory responsibilities regarding provision of Victim Assistance information (ref. Government Code §13968(c)), commitment to victim referral, and facilitation of in-service training programs sponsored by the District Attorney's Office.
Rationale:	Cooperation with the District Attorney's Office's Victim / Witness Assistance Division promotes the successful prosecution of offenders and effective recovery for victims and their families.
Cost:	<p>If Approved: Costs would be neutral. Maintenance of victim assistance referral services with the Police Department are managed within its existing budget.</p> <p>If Not Approved: Cannot estimate cost of/or liability associated with non-compliance with statutory requirements regarding provision of victim assistance.</p>
Recommendation:	Continued approval



**Office of the District Attorney
Alameda County**

Nancy E. O'Malley
District Attorney
alcoda.org

OPERATIONAL AGREEMENT

This operational agreement stands as evidence that the **Alameda County District Attorney's Office Victim/Witness Assistance Division (ACDA VWD)** will work cooperatively with the **Berkeley Police Department** to provide services to victims of crime and their families. To this end, the **ACDA VWD** and the **Berkeley Police Department** will, when appropriate, provide referrals to victims of crime who are in need of services provided by each agency.

The **Berkeley Police Department** will provide victims of crime who are injured and their family members with information regarding State Compensation assistance and refer them to the **ACDA VWD** for assistance in filing a California Victim Compensation Board (CalVCB) application.

The **Berkeley Police Department** will provide information necessary to complete and verify CalVCB applications for State Compensation assistance, when requested by staff of the **ACDA VWD** Claims Unit (13962 Government Code).

The **ACDA VWD** will provide appropriate comprehensive services as mandated by law including, but not limited to: crisis intervention, emergency assistance, resource and referral counseling, assistance in filing for State Compensation, property return, orientation to the criminal justice system, court support, case status and disposition, and restitution assistance (13835.5 Penal Code)

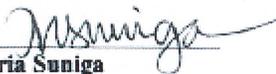
The **ACDA VWD** will by agreement with the Alameda County DA's Chief of Inspectors deploy if requested by Alameda County OHSES in an event of a mass victimization incident.

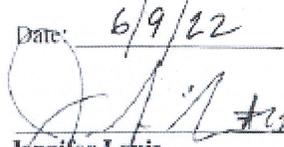
The **ACDA VWD** will provide information, presentations, and training to members of the **Berkeley Police Department** upon request of the **Berkeley Police Department** staff.

We, the undersigned, as authorized representatives of the **Alameda County District Attorney's Office Victim/Witness Assistance Division** and the **Berkeley Police Department** do hereby approve this agreement.

This Operational Agreement will be in effect from October 1, 2022 – September 30, 2025.

Date: 5/25/2022


Maria Suniga
Director
Victim/Witness Assistance Division

Date: 6/9/22

Jennifer Louis
Chief of Police
Berkeley Police Department

Berkeley Police Department MOU Compendium

Item #	1.7
Title:	LOCAL: BAY AREA RAPID TRANSIT (BART) POLICE DEPARTMENT
Type:	Written Agreement
Approvals:	Initial: March 12, 1974 / Latest: PENDING SIGNATORY UPDATE
Summary:	<p>Bay Area Rapid Transit (BART) Police Department is responsible for the investigation of criminal incidents occurring at BART owned or leased properties within Berkeley (e.g., BART stations, parking lots, subterranean rail system, lease commercial spaces). As BART PD generally does not engage in enforcement action in areas outside of BART jurisdiction, Berkeley Police Department personnel generally refrain from law enforcement activity on BART properties.</p> <p>In an emergency or critical incident, BPD may submit, or participate in response to, a formal request for assistance pursuant to formal Mutual Aid protocols.</p>
Rationale:	A single written agreement improves the Police Department's ability to function efficiently and effectively in the provision of law enforcement services.
Cost:	Cost factor is neutral; as there is no extraordinary fiscal commitment.
Recommendation:	Continued approval

OPERATIONAL AGREEMENT

between

BERKELEY POLICE DEPARTMENT and BART POLICE DEPARTMENT

PURPOSE

This Operational Agreement codifies a cooperative professional association between Berkeley Police Department (BPD) and Bay Area Rapid Transit Police Department (BART PD). The purpose of this association is to promote public safety and the interests of law enforcement in areas of common jurisdiction and collaborative activity. To this end, each agency agrees to abide by the jurisdictional protocols and operational procedures described hereafter.

LEGAL AUTHORITY

Pursuant to Penal Code §830.1 and Penal Code §830.33(a), police officers of both agencies shall have the authority to exercise peace officer powers at all times within the political subdivisions each represents.

OPERATIONAL JURISDICTION

BART maintains transit stations, rail and related support systems, and commercial business space in the City of Berkeley. For transit station and commercial space location information, refer to Appendix-A attached to this Operational Agreement.

Rail tracks associated with the BART transit system are primarily subterranean, descending from above ground rail structures in the area of Martin Luther King Jr. Way and 63rd Street near the Oakland-Berkeley border, and Peralta Street just north of Hopkins Street in north central Berkeley. Above ground rail structures lead southward and northward, respectively, from these areas. Ashby and North Berkeley Stations both have ground-level parking lots for use by BART patrons.

While BPD and BART PD share jurisdictional authority within each other's political subdivisions within the City of Berkeley, BART PD will have primary responsibility for all police operations and investigations upon and within the BART stations, trains, structures, parking lots and BART right of way, including elevated, subterranean, and at grade track way.

BPD will have primary responsibility for law enforcement activity in or on the areas below elevated tracks, areas immediately outside of BART properties (whether fenced or open), and public sidewalks, streets, and all other areas over or immediately surrounding BART stations, parking lots, subterranean tracks and properties within the City of Berkeley.

BPD officers should not engage in routine patrol of BART stations or parking facilities. BPD will provide support services to BART PD, whether based on an on-view event or upon request for assistance for incidents occurring on BART property within Berkeley. BPD involvement may include, but will not necessarily be limited to, the apprehension and detention of suspects, stabilization of an incident scene pending the arrival of BART PD personnel, or assistance with preliminary investigative activities (e.g., area checks, taking witness statements, etc.).

BART PD officers should not engage in routine patrol in areas where BPD has primary jurisdiction. BART PD will provide support services to BPD, whether based on an on-view event or upon request for assistance for incidents occurring within BPD's jurisdiction. BART PD involvement may include, but will not necessarily be limited to, the apprehension and detention of suspects, stabilization of an incident scene pending the arrival of BPD personnel, or assistance with preliminary investigative activities (e.g., area checks, taking witness statements, etc.).

The operational protocols within this agreement do not preclude the provision of assistance or sharing of information accomplished in the course of common law enforcement activity, and in accordance with professional courtesy.

An operational conflict which cannot be resolved by on-scene personnel will be presented via the Chain of Command to the attention of each department head. The Chiefs of Police will be responsible for the cooperative review of the issue and for providing direction to their respective subordinates to avoid future conflict.

In the event of a major incident within a BART station, rail tubes, or properties which results in the activation of BART's Emergency Plan, BPD agrees to cooperate and render requested assistance in accordance with that plan.

INCIDENT COMMAND AND CONTROL

When operating jointly, the ranking officer whose Department has operational jurisdiction will have command and control responsibility. This standard operational protocol may be modified or suspended by mutual agreement if doing so is in the interest of public safety or law enforcement effectiveness.

When a formal Incident Command Structure has been established, both agencies agree to participate in the incident response in accordance with standard SEMS/NIMS protocols.

MISCELLANEOUS SERVICE

When requested by BPD for a bona fide public safety or law enforcement purpose, BART PD Communications Center staff will facilitate control of BART train activity (i.e., communicating requests to the Operations Control Center for trains to hold, stop or be held outside of stations). BPD agrees to advise BART PD Communications Center anytime BPD personnel require entry to the BART track way. After notification to BART

PD, BPD personnel should wait for a confirmation that train movement has been stopped prior to entering the track way or any other restricted area.

When requested by BART PD, BPD Communications Center staff will dispatch a Berkeley Fire Department ambulance. The facilitation of ambulance services shall be in accordance with the provisions of relevant BPD policy.

ADMINISTRATIVE RESPONSIBILITIES

Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request, provide the other with relevant information (i.e., "out-aid" reports, arrests, etc.) to facilitate accurate and comprehensive administrative tracking.

AUTHORIZATION OF AGREEMENT

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.


Andrew Greenwood
Chief of Police
Berkeley Police Department

1/18/18
Date


Carlos Rojas
Chief of Police
BART Police Department

1/12/18
Date

cc: Original #1, Berkeley Police Department
Original #2, BART Police Department

APPENDIX-A
OPERATIONAL AGREEMENT

between

BERKELEY POLICE DEPARTMENT and BART POLICE DEPARTMENT

The following are locations within the City of Berkeley owned or leased by BART wherein BART PD exercises primary law enforcement jurisdiction:

BART STATIONS

Ashby Station: Located below the 3000-3100 blocks of Adeline Street.
Berkeley Station: Located below the 2100-2200 blocks of Shattuck Avenue.
North Berkeley Station: Located beneath northwest of Delaware & Sacramento Sts.

OTHER FACILITIES:

Commercial Space (leased): 2150 Shattuck Avenue, Suite #400
Ventilation Structure: North side of 2000 block of Hearst Avenue, mid-block between Bonita Avenue and Milvia Street.

AUTHORIZATION OF APPENDIX-A

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.


Andrew Greenwood
Chief of Police
Berkeley Police Department

1/18/18
Date


Carlos Rojas
Chief of Police
BART Police Department

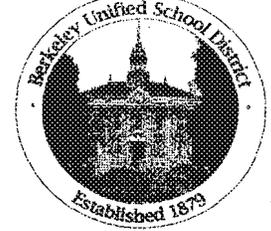
1/12/18
Date

Berkeley Police Department MOU Compendium

Item #	1.8
<i>Title:</i>	LOCAL: BERKELEY UNIFIED SCHOOL DISTRICT (BUSD)
<i>Type:</i>	Written Agreement
<i>Approvals:</i>	Initial: April 20, 2010 / Latest: PENDING UPDATE
<i>Summary:</i>	<p>Berkeley Police Department personnel participate in routine safety planning meetings, provide on-site safety services at BUSD events, and maintain an on-going dialogue regarding emergency response and crisis management planning. A written Partner Agreement affirms this commitment.</p> <p>The Police Department has tasked the Youth Services Detail as the primary liaison with BUSD, and has assigned an officer to the high school as a School Resource Officer (ref. BPD Youth Services policy).</p>
<i>Rationale:</i>	<p>For many years, the Berkeley Police Department has partnered with BUSD to promote public safety at and proximal to District facilities/campuses.</p> <p>Continued collaboration will ensure effective preparation for and, if necessary, response to a critical incident or other emergency situation associated with BUSD.</p>
<i>Cost:</i>	Cost factor is generally neutral, as most activity occurs in the conduct of normal business and is provided for in the existing Berkeley Police Department budget. Infrequent, extraordinary training programs/exercises or participation in support of safety-related BUSD programs would necessitate additional expenditures.
<i>Recommendation:</i>	PENDING UPDATE

Berkeley Unified School District

2134 Martin Luther King Jr. Way, Berkeley, California 94704-1180
(510) 644-6206 Fax: (510) 540-5358 www.berkeley.k12.ca.us



William Huyett
Superintendent

Partner Agreement

1. Below is a signature representing our **community-based law enforcement agency** (i.e. local police, sheriff's office whose jurisdiction covers a majority of the schools in the district) and reflecting our partner's commitment to sustainability and continuous improvement of the plan:

Signature:  Title: CHIEF of POLICE
City of Berkeley Police Department

Description of roles and responsibilities in the strengthening and improving of the plan:

The Berkeley Police Department is dedicated to serving all of the people in our diverse community. The members of our Department strive at all times to achieve the highest professional standards of police service. Respect for individual worth, dignity, and the rights of all those we serve are the cornerstones of the Department. We are committed to actively participate in the Berkeley Unified School District efforts in strengthening their emergency response and crisis management plan in the following ways:

- Be represented at the project kick-off meeting
- Review the plan and provide recommendations where the Police Department can be helpful in the event of an emergency or disaster
- Participate and support the plan at school sites when requested
- Revitalize our school resource program to strengthen school site-police officer relationships
- Participate in the district-wide exercise at the culmination of the program
- Participate in NIMS training and EOC exercises

Commitment to Sustainability and Continuous Improvement of the Plan:

We will strive to provide:

- Recommendations upon periodic updates of the plan
- Participation in future district-wide exercises
- Visibly participate at school sites supporting the program during school assemblies

Berkeley Police Department MOU Compendium

Item #	1.9
Title:	LOCAL: EAST BAY REGIONAL PARK DISTRICT POLICE DEPARTMENT (EBRPD PD)
Type:	Written Agreement
Approvals:	Initial: September 19, 2006 / Latest: PENDING SIGNATORY UPDATE
Summary:	<p>EBRPD PD is responsible for the investigation of incidents occurring on properties in Berkeley that are owned or contractually obligated to the East Bay Regional Parks District. EBRPD PD generally does not engage in enforcement action in areas outside its primary jurisdiction.</p> <p>Similarly, Berkeley Police Department personnel generally refrain from law enforcement activity on EBRPD PD properties.</p> <p>In an emergency or critical incident, the Police Department may submit, or participate in response to, a formal request for assistance pursuant to formal Mutual Aid protocols.</p>
Rationale:	Written agreements support the law enforcement mission and promotion of public safety. They ensure the Police Department's ability to function efficiently and effectively in the provision of law enforcement services in areas of concurrent jurisdiction.
Cost:	Cost factor is neutral. Activities funded in existing Police Department budget.
Recommendation:	Continued approval

OPERATIONAL AGREEMENT

between

CITY OF BERKELEY POLICE DEPARTMENT and EAST BAY REGIONAL PARK DISTRICT POLICE DEPARTMENT

SECTION I. PURPOSE

This Operational Agreement codifies a cooperative professional association between the City of Berkeley Police Department ("BPD") and the East Bay Regional Park District Police Department ("EBRPDPD"), and establishes guidelines and procedures for the exercise of concurrent policing jurisdiction at Eastshore State Park and other East Bay Regional Park District properties (hereafter the "Properties") located in the City of Berkeley. The purpose of this association has been, and continues to be, the promotion of public safety and the interests of law enforcement in areas of common jurisdiction and collaborative activity. To this end, each agency agrees to abide by the jurisdictional protocols and operational procedures described hereafter.

SECTION 2. LEGAL AUTHORITY

The aforementioned Properties are operated by the East Bay Regional Park District (hereafter "District"), which also maintains its own Department of Public Safety under authority of Public Resources Code §5558. Sworn officers employed by both agencies have peace officer authority pursuant to Penal Code §830.1. BPD and EBRPDPD have concurrent legal jurisdiction and authority on Properties that are located within the City of Berkeley.

Pursuant to Jurisdictional Consent Agreement (PC §830.1) of the Alameda County Chiefs of Police and Sheriff's Association in 2003, police officers of both agencies shall have the authority to exercise peace officer powers at all times within each other's political subdivisions.

SECTION 3. PRIMARY JURISDICTION

BPD and EBRPDPD agree to adopt a shared policing approach with respect to areas of concurrent jurisdiction. Clarifying lines of primary jurisdiction for the Properties will promote the provision of efficient and effective policing services.

Eastshore State Park:

1. West Frontage Road (between Ashby Avenue and I-80 Pedestrian Bridge): Demarcation shall be the west raised curb of the paved Bay Trail, located west of and parallel to West Frontage Road. BPD shall have primary jurisdiction over areas east, and EBRPDPD shall have primary jurisdiction over areas west of this line.
2. West Frontage Road and University Avenue (southwest quadrant): Along West Frontage Road, demarcation shall be the west raised curb, or if none, the west paved edge, of the paved Bay Trail. Along University Avenue, it will be the south edge of the south sidewalk, or if none, south edge of the paved roadway of University

Avenue. BPD shall have primary jurisdiction over areas east and north, respectively, of these lines, and EBRPDPD shall have primary jurisdiction over areas west and south, respectively.

3. West Frontage Road and University Avenue (northwest quadrant):
Along West Frontage Road, demarcation shall be the west edge of the paved Bay Trail. Along University Avenue, it will be the north edge of the paved north sidewalk, or if none, the north edge of the paved roadway of University Avenue. BPD shall have primary jurisdiction over areas east and south, respectively, of these lines and EBRPDPD shall have primary jurisdiction over areas west and north, respectively.
4. West Frontage Road (between University Avenue and south perimeter fence line of Tom Bates Sports Complex):
Demarcation shall be the west edge of the paved Bay Trail. BPD shall have primary jurisdiction over areas east of this line. EBRPDPD shall have primary jurisdiction over areas west of this line.
5. University Avenue (south side, west of "The Brickyard") and South Sailing Basin:
Along University Avenue, demarcation shall be the south edge of the paved roadway. Along the west side of the South Sailing Basin (only the east side of the Marina's "East Lawn" park area), demarcation will be the line where the "rip-rap" (i.e., shoreline concrete/boulders) abuts the paved pathway or compacted gravel sitting/activity zones. BPD shall have primary jurisdiction over areas west of this line, and EBRPDPD shall have primary jurisdiction over areas east.
6. University Avenue (north side, between West Frontage Road and Marina Boulevard):
Demarcation shall be the north edge of the paved sidewalk/pathway, or, if none, the north edge of the paved roadway of University Avenue. BPD shall have primary jurisdiction over areas south of this line, and EBRPDPD shall have primary jurisdiction over areas north.
7. Marina Boulevard (between University Avenue and North Sailing Basin south shoreline):
Demarcation shall be the east edge of the paved pathway, located east of and parallel to Marina Boulevard between University Avenue and the western prolongation of the "rip rap" at the south shoreline of the North Sailing Basin. BPD shall have primary jurisdiction over areas west of this line, and EBRPDPD shall have primary jurisdiction over areas east.
8. Interstate 80 Pedestrian Bridge (associated with the southwest quadrant of West Frontage Road and University Avenue):
BPD shall have primary jurisdiction over the physical structures of the Bridge and paved walkway leading to/from it. EBRPDPD will have primary jurisdiction over the lands immediately surrounding and beneath the Bridge, and to either side of the paved walkway leading to/from it.
9. Tom Bates Sports Complex (southwest quadrant West Frontage Road and Gilman Avenue):
Pursuant to the Ground Lease between the District and the City of Berkeley (dated March 20, 2007), BPD shall have primary jurisdiction over the Tom Bates Sports Complex, including the sports fields, parking lot, and area between West Frontage Road and the Complex's east fence line. EBRPDPD shall have primary jurisdiction over areas south and west of the Complex.

For purposes of this Agreement, the Complex's perimeter will be: Gilman Street; West Frontage Road; the south perimeter fence and its eastern prolongation to intersection with West Frontage Road; and, the north-south line identified by the west perimeter fence of the south field, the west edge of the open drainage trench, the vehicle access gate (to/from State Park areas west of the Complex), and a northward prolongation to Gilman Street.

SECTION 4. OPERATIONAL RESPONSIBILITIES

A. Law Enforcement Activity, Investigation Procedures

While BPD and EBRPDPD share jurisdictional authority within each other's political subdivisions, EBRPDPD will have primary responsibility for all police operations and investigations upon and within EBRPD Properties. BPD will have primary responsibility for law enforcement activity in those areas not expressly described as EBRPDPD primary jurisdiction within the City of Berkeley.

Officers from one agency should not ordinarily engage in routine patrol of areas within the primary jurisdiction of the other agency. Excluding investigations originated through on-view patrol activity, non-emergency incidents shall be investigated by the agency having primary jurisdiction. In the event an officer of one agency initiates a non-emergency incident investigation in the primary jurisdiction of the other agency, responsibility for that investigation shall remain with originating agency, unless, subsequent to prescribed notification, the notified agency exercises primary jurisdiction and assumes primary responsibility for the investigation.

Each agency will provide assistance to the other regarding law enforcement response to an in-progress or serious emergency occurring at locations of concurrent jurisdiction within Berkeley. Involvement of the agency not having primary jurisdictional responsibility may include, but will not necessarily be limited to, the apprehension and detention of suspects, stabilization of an incident scene pending the arrival of primary agency personnel, or assistance with preliminary investigative activities (e.g., area checks, taking witness statements, etc.).

The first police units arriving at an in-progress or serious emergency, whether BPD or EBRPDPD, shall be primarily responsible for initiating an investigation of the incident. If occurring in the jurisdiction of the other agency, investigative responsibility shall remain with the first arriving agency until transferred to the agency having primary jurisdiction, unless mutually decided by on-scene personnel that investigative responsibility should be maintained by the initiating agency or shared by both agencies.

The operational protocols within this Agreement do not preclude the provision of assistance or sharing of information accomplished in the course of common law enforcement activity, and in accordance with professional courtesy.

B. Communication Center, Notification Protocol

Dispatch centers of both agencies will immediately notify the other of any calls received relating to an in-progress crime or serious emergency occurring in areas of concurrent jurisdiction. The agency that receives the initial report of an in-progress crime or serious emergency on the Properties (including on-viewed incidents) shall handle the call in accordance with its normal dispatch regulations and priorities. Dispatch centers of both agencies will facilitate communication between and coordination of field units responding to the emergency.

The agency that receives a non-emergency call for service or whose officers take non-emergency law enforcement action in the other's jurisdiction will notify that agency as soon as practical. When relevant and practical, the notifying agency will obtain and communicate reporting party information to the notified agency. The notifying agency will advise the other of any actions taken by its officers in response to the non-emergency call for service.

C. Special Events, Directed Enforcement Activity at District Properties

EBRPDPD shall advise BPD of any special events planned on the Properties which are likely to create public safety demands or problems. Normally, EBRPDPD will allocate sufficient resources to manage any such events, but may request support from BPD to manage any spillover onto adjacent streets and neighborhoods. Similar notice and collaboration requirements apply to BPD with regard to planned special events in the Marina which may affect the Properties and EBRPDPD (e.g., City of Berkeley-sponsored July 4th Fireworks Show).

BPD shall advise EBRPDPD whenever it decides to undertake directed law enforcement activity, other than routine patrol checks or actions, on the Properties. Unless good cause exists for each agency to act independently, joint operations shall be preferred to address serious or chronic problems on areas of concurrent jurisdiction.

SECTION 6. INCIDENT COMMAND AND CONTROL

When operating jointly, the ranking officer whose Department has operational jurisdiction will have command and control responsibility. This standard operational protocol may be modified or suspended by mutual agreement if doing so is in the interest of public safety or law enforcement effectiveness.

When a formal Incident Command Structure has been established, both agencies agree to participate in the incident response in accordance with standard SIMS/NIMS protocols.

SECTION 7. OPERATIONAL/JURISDICTIONAL CONFLICT, RESOLUTION

If a dispute arises over whether BPD or EBRPDPD should assume primary investigative responsibility in a criminal case, the dispute shall be resolved in accordance with the following procedures:

1. The agency assuming initial responsibility for the case shall retain that responsibility. The other agency shall provide reasonable support and cooperate in the investigation, consistent with its other policing priorities and resource constraints. The investigating agency, to the extent feasible, shall accommodate any request from the other agency to conduct a parallel or joint criminal investigation.
2. Within five (5) business days, involved personnel from each agency shall communicate the issue(s) in dispute to their respective Department head.
3. At the earliest opportunity following notification, BPD and EBRPDPD Chiefs of Police shall meet and/or review the disputed case. The purpose of the review shall be to clarify issues of primary jurisdiction and investigative responsibility of similar cases in the future.

SECTION 8. ADMINISTRATIVE RESPONSIBILITIES

A. Ongoing Communication and Exchange of Reports

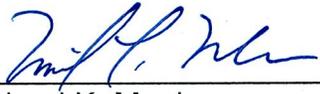
BPD and EBRPDPD acknowledge the importance of timely, regular communication at all levels, and commit to implement procedures to assure such communication.

1. BPD and EBRPDPD will exchange copies of crime reports or reports of significant contacts with possible criminal suspects whenever such reports may be of benefit or interest to the other agency. When appropriate, immediate notification shall be made to expedite the sharing of important information.
2. BPD and EBRPDPD criminal investigators shall confer regularly on any case, or regarding subjects, of mutual interest.
3. The Investigations Bureau commanders from each agency should confer regularly (e.g., quarterly) to review statistical reports and analyze any significant trends.
4. BPD and EBRPDPD supervisory and command staff should confer periodically to ensure high levels of cooperation and coordination between the two agencies.

Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request, provide the other with relevant information to facilitate accurate and comprehensive administrative tracking.

SECTION 9. AUTHORIZATION OF AGREEMENT

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.



Michael K. Meehan 12/1/2010
Chief of Police (date)
City of Berkeley
Police Department

Timothy Anderson (date)
Chief of Police
East Bay Regional Park District
Police Department

Approved as to Form:

District Counsel

cc: Original #1, Berkeley Police Department
Original #2, East Bay Regional Park Police Department

Berkeley Police Department MOU Compendium

Item #	1.11
Title:	LOCAL: UNION PACIFIC RAILROAD POLICE DEPARTMENT (UPRRPD)
Type:	Written Agreement
Approvals:	Initial: April 20, 2010 / Latest: PENDING SIGNATORY UPDATE
Summary:	<p>The Union Pacific Railroad Police Department (UPRRPD) is responsible for the investigation of incidents occurring on, and which affect the operation of, Union Pacific Railroad properties and right- of-ways. UPRRPD generally does not engage in enforcement action in areas outside its primary jurisdiction. An enforcement authorization letter from UPRR allows the Berkeley Police Department entry upon UPRR properties to enforce criminal trespass laws and to remove abandoned or illegally parked vehicles. Subsequently, a formal Operational Agreement was executed.</p> <p>The Police Department has primary investigative responsibility for all incidents occurring at the University Avenue train station, as well as crimes against persons (e.g., homicide, rape, robbery, kidnapping, assault/battery, etc.) and critical incidents (e.g., barricaded subjects, hostage situations, etc.) which occur on UPRR properties. This does not preclude transfer or sharing of such responsibility.</p>
Rationale:	Written communications support the law enforcement mission and promotion of public safety. They ensure the Police Department's ability function efficiently and effectively in the provision of law enforcement services in areas of concurrent jurisdiction.
Cost:	Cost factor is neutral. Activities funded in existing Police Department budget.
Recommendation:	Continued approval

OPERATIONAL AGREEMENT

between

BERKELEY POLICE DEPARTMENT

and

UNION PACIFIC RAILROAD POLICE DEPARTMENT

PURPOSE

This Operational Agreement memorializes a cooperative professional association between Berkeley Police Department (BPD) and Union Pacific Railroad (UPRR) Police Department. The purpose of this association is to promote public safety and the interests of law enforcement in areas of common jurisdiction and collaborative activity. To this end, each agency agrees to abide by the jurisdictional protocols and operational procedures described hereafter.

HISTORY

Traditionally, past practice concerning law enforcement operations within areas of concurrent jurisdiction shared by the Union Pacific Police Department (formerly known as the Southern Pacific Railroad Police Department) and the City of Berkeley, California had crimes against the person and other types of high profile investigations (e.g., events which garnered significant media attention) handled by the Berkeley Police Department, in cooperation with the Union Pacific Railroad Police Department. Property offenses and crimes against Union Pacific Employees were primarily investigated by the Union Pacific Railroad Police Department, in cooperation with the Berkeley Police Department.

LEGAL AUTHORITY

Sworn officers employed by both agencies have peace officer authority with the State of California pursuant to Penal Code statute (ref. §§830.1 and 830.33).

Pursuant to the Notice of Consent (Penal Code §830.1) signed August 22, 2007 by Berkeley Police Department Chief Douglas Hambleton and on file with the California Police Chiefs Association, UPRR police officers are authorized to exercise peace officer authority within the City of Berkeley.

Pursuant to a letter of authorization signed June 12, 2009 by Mr. David Pickett, counsel for Union Pacific Railroad Company, BPD police officers are authorized to exercise peace officer powers with respect to criminal trespass enforcement and removal of illegally parked or abandoned vehicles upon the private properties of UPRR.

OPERATIONAL JURISDICTION

UPRR maintains rail tracks and related support systems in the City of Berkeley. UPRR rail tracks, two pair of primary service rails and adjacent secondary service rails, run in parallel north-south paths upon what is referred to at various areas as "3rd Street" in west Berkeley.

The private property rights-of-way associated with UPRR are located west of parcels that occupy the west side of 4th Street (between Dwight Way and the Berkeley-Albany city limit) and those parcels that align southward to the Berkeley-Emeryville city limit. Similarly, the west side of the rights-of-way are defined by east side parcel lines associated with properties along the east side of 2nd Street, and the "line" created by the east side Aquatic Park landscaping closest to UPRR rail tracks (i.e., the bush line). The described private property rights-of-way will remain the concurrent jurisdiction of the Union Pacific Railroad Police Department and Berkeley Police Department.

The City of Berkeley maintains a transit station designed to facilitate public access to and from the UPRR system. This transit station is located just north of 700 University Avenue, along and within the east side of the rail right-of-way.

BPD will have primary responsibility for law enforcement activity in all areas exterior of and adjacent to UPRR rights-of-way and properties within the City of Berkeley, including the improved structures associated with the University Avenue transit station.

Except for specific classifications of crime (described below), UPRR Police Department will have primary responsibility for all police operations and investigations upon and within UPRR properties, excluding the University Avenue transit station. Unimproved areas adjacent to the transit station located within the UPRR rights-of-way will fall under UPRR operational jurisdiction.

The following exceptions pertain to the primary law enforcement responsibility on UPRR rights-of-way. BPD will have primary operational jurisdiction for:

Crimes Against Persons, to include homicide, rape, robbery, kidnapping, assault, and battery; and,

Critical Incidents, to include barricaded subjects and hostage situations.

In the event a crime against a person investigation or response to a critical incident on UPRR rights-of-way affects UPRR operations, UPRR shall be notified. With concurrence of BPD, UPRR Police Department may exercise jurisdiction and assume primary responsibility for the incident and/or investigation. In this event, BPD should cooperate with UPRR Police Department as necessary or requested. Absent a mutually agreed transfer of operational responsibility, UPRR PD should cooperate with BPD as may be necessary or requested.

COMMUNICATION / NOTIFICATION PROCEDURE

Dispatch centers of both agencies will immediately notify the other of any calls received relating to an in-progress crime or serious emergency occurring in areas of concurrent jurisdiction. The agency that receives the initial report of an in-progress crime or serious emergency (including on-viewed incidents) shall handle the call in accordance with its normal

dispatch regulations and priorities. Dispatch centers of both agencies will facilitate communication between and coordination of field units responding to the emergency.

The agency that receives a non-emergency call for service, or whose officers take non-emergency law enforcement action, in the jurisdiction of the other agency will notify the agency having primarily jurisdiction as soon as practical. When relevant and practical, the notifying agency will obtain and communicate reporting party information to the notified agency. The notifying agency will advise the other of any actions taken by its officers in response to the non-emergency call for service.

When requested by UPRR Police Department, BPD Communications Center staff will dispatch fire and/or ambulance resources. The facilitation of fire and ambulance services shall be in accordance with the provisions of relevant BPD policy.

INVESTIGATIVE RESPONSIBILITY

General

The operational protocols within this agreement do not preclude the provision of assistance or sharing of information accomplished in the course of common law enforcement activity, and in accordance with professional courtesy.

Non-Emergency Incidents

Excluding investigations originated through an officer's normal patrol activity, non-emergency incidents shall be investigated by the agency having primary jurisdiction. In the event an officer of one agency initiates a non-emergency incident investigation in the jurisdiction of the other agency, responsibility for that investigation shall remain with originating agency, unless, subsequent to notification, the notified agency exercises jurisdiction and assumes primary responsibility for the investigation.

Collision Investigation

As used in this Agreement, the term "collision" is defined as, "An unintended event that produces damage or injury involving a vehicle in-transport" (ref. Department of California Highway Patrol Collision Investigation Manual). Intentional acts that involve a motor vehicle in-transport which purposely cause property damage or injury to any person (i.e., suicide, homicide, staged traffic collision, acts of malicious mischief directed toward a train, etc.) do not constitute a "collision."

BPD will be responsible for investigating collisions that occur at grade level public roadway crossings, within the city limits of Berkeley, assisted as necessary by the UPRR Police Department. BPD will also be responsible for investigation of collisions that occur within the UPRR rights-of-way outside of grade-level public roadway crossings that have no effect on, or association with, UPRR properties or operations.

Collisions that involve UPRR properties (e.g., damage to system controllers, dysfunctional traffic crossing control devices, etc.) or effect system operations (e.g., obstructed track, train vs. auto/pedestrian/object collision (non public grade crossing), etc.) will be investigated by UPRR Police Department.

In-Progress Crimes or Emergency Situations

Each agency will provide assistance to the other regarding law enforcement response to an in-progress or serious emergency occurring at locations of concurrent jurisdiction within Berkeley. Involvement of the agency not having primary jurisdiction may include, but will not necessarily be limited to, the apprehension and detention of suspects, stabilization of an incident scene pending the arrival of primary agency personnel, or assistance with preliminary investigative activities (e.g., area checks, taking witness statements, etc.).

The first police units arriving at an in-progress or serious emergency, whether BPD or UPRR Police Department, shall be primarily responsible for initiating an investigation of the incident. If occurring in the jurisdiction of the other agency, investigative responsibility shall remain with the first arriving agency until transferred to the agency having primary jurisdiction, unless mutually decided by on-scene personnel that investigative responsibility should be maintained by the initiating agency or shared by both agencies.

Incident Command and Control

When operating jointly, the ranking officer whose Department has operational jurisdiction will have command and control responsibility. This standard operational protocol may be modified or suspended by mutual agreement if doing so is in the interest of public safety or law enforcement effectiveness.

When a formal Incident Command Structure has been established, both agencies agree to participate in the incident response in accordance with standard SIMS/NIMS protocols.

Media Relations

Responsibility for media relations regarding incidents upon areas of concurrent jurisdiction shall rest with the agency having primary investigative responsibility. Media inquiries should be directed to the agency having primary investigating responsibility, unless information is released pursuant to prior authorization of the lead agency, or mutual agreement between collaborating agency investigators.

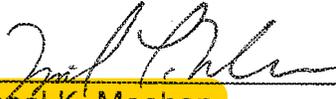
JURISDICTIONAL CONFLICT / RESOLUTION

A jurisdictional conflict that cannot be resolved by on-scene personnel will be presented via the Chain of Command to the attention of each Department head. The BPD Chief of Police and UPRR Regional Director of Police Services will be responsible for the cooperative review of the issue and for providing direction to their respective subordinates to avoid future conflict.

ADMINISTRATIVE RESPONSIBILITIES

Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request, provide the other with relevant information (i.e., "out-aid" reports, arrests, etc.) to facilitate accurate and comprehensive administrative tracking.

Executed this 26th day of February, 2010.



Michael K. Meehan
Chief of Police
Berkeley Police Department



George Slaats
Regional Director of Police
Union Pacific Railroad Company

cc: Original #1, Berkeley Police Department
Original #2, Union Pacific Railroad Company

Berkeley Police Department MOU Compendium

Item #	1.12
Title:	LOCAL: UNIVERSITY OF CALIFORNIA, BERKELEY POLICE DEPARTMENT (UCBPD)
Type:	Written Agreement
Approvals:	Initial: March 12, 1974 / Current: November 9, 2024
Summary:	<p>UCBPD is responsible for investigation of incidents occurring at University-owned or leased properties in Berkeley. UCBPD may engage in enforcement activity within one mile of campus or in/around the aforementioned properties (ref. Education Code § 23501). Police Department personnel generally refrain from law enforcement activity on UCBPD properties.</p> <p>In an emergency or critical incident, the Police Department may submit, or participate in response to, a formal request for assistance pursuant to formal Mutual Aid protocols.</p>
Rationale:	Developing and maintaining a single written agreement supports the law enforcement mission and promotion of public safety, as well as ensures compliance with statutory written agreement requirements. It improved the Police Department's ability to function efficiently and effectively in the provision of law enforcement services in areas of concurrent jurisdiction.
Cost:	Cost factor is neutral. No extraordinary fiscal commitment.
Recommendation:	Continued Approval

OPERATIONAL AGREEMENT

between the

CITY OF BERKELEY POLICE DEPARTMENT

and the

UNIVERSITY OF CALIFORNIA POLICE DEPARTMENT, BERKELEY

A. PURPOSE

This Operational Agreement reflects the ongoing cooperative and professional association between the City of Berkeley Police Department (BPD) and the University of California Police Department, Berkeley (UCPD), and establishes guidelines and procedures for the exercise of concurrent policing jurisdiction. The purpose of this association has been, and continues to be, the effective and collaborative provision of public safety services and the mutual promotion of common law enforcement goals in areas of shared jurisdiction and interest. To this end, each agency adopts the jurisdictional protocols and operational procedures described in this document.

B. LEGAL AUTHORITIES AND JURISDICTION

Sworn officers employed by both agencies have peace officer authority pursuant to California Penal Code §830.1 or §830.2. Additionally, UCPD's primary jurisdiction is described in Education Code §92600. This agreement is not intended to abrogate or exceed the legal authority or jurisdiction of either agency.

Pursuant to the 2003 Jurisdictional Consent agreement of the Alameda County Chiefs of Police and Sheriff's Association, both agencies recognize the ability for police officers from either agency to exercise peace officer powers and to enforce state and local laws at any time within the jurisdiction each agency represents, to the extent allowed by law.

BPD officers do not have the authority to enforce administrative rules established by the University, but they may forward information or reports of such violations to UCPD for investigation and action.

This Operational Agreement is maintained in compliance with Education Code §67381 (The Kristin Smart Campus Safety Act of 1998).

C. DEFINITIONS

Administrative Responsibility: the duty of an agency to fulfill legal and ethical obligations including organizational oversight and internal discipline.

Geographic Responsibility: a physical location or area where an agency is identified as having operational responsibility.

Operational Responsibility: the duty of an agency to exercise jurisdictional authority as the primary provider or manager of law enforcement and public safety services in a particular area or situation.

D. ADMINISTRATIVE RESPONSIBILITIES

1. Ongoing communication and exchange of reports and statistical data

BPD and UCPD acknowledge the importance of timely, regular communication at all levels, and commit to implement procedures to ensure this continues.

BPD and UCPD will exchange copies of crime reports or reports of significant contacts with

possible criminal suspects whenever such reports may be of benefit or interest to the other agency. When appropriate, immediate notification should be made to expedite the sharing of important information.

Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request, provide the other with relevant information to facilitate accurate and comprehensive administrative tracking.

BPD and UCPD criminal investigators should confer regularly on any case, or regarding subjects, of mutual interest. The detective commanders from each agency should confer regularly (e.g., quarterly) to review statistical reports and analyze any significant trends. BPD and UCPD supervisory and command staff should confer periodically to ensure high levels of cooperation and coordination between the two agencies.

This Agreement is not intended to in any way restrict the provision of general assistance or the lawful and necessary sharing of information between agencies in the course of normal law enforcement activity, in accordance with industry standards and professional courtesy.

2. Administrative investigations

Each Chief of Police will ensure their employee(s) give full cooperation, in all administrative investigations conducted by sworn staff of either department.

Allegations of misconduct arising out of joint police operations will be investigated by the agency against whose employee the allegation is made. Where no specific officers or agency are identified, the investigation will be conducted by the agency having operational responsibility for the joint activity.

E. GEOGRAPHIC RESPONSIBILITIES

Generally, UCPD has geographic responsibility in the buildings and on the grounds of the UC Berkeley campus (see CAMPUS BOUNDARIES below), and on the adjacent property occupied by the Lawrence Berkeley National Laboratory (LBNL). In addition, UCPD will have geographic responsibility for all properties and facilities as described in **APPENDIX 1**.

Generally, BPD has geographic responsibility for all other areas within the City of Berkeley, including off-campus properties and facilities owned, operated or controlled by the University, except for those properties and facilities as described in **APPENDIX 1**.

Within these respective geographic areas, each agency will be responsible for the prevention of crime, the preservation of peace and order, the enforcement of criminal offenses, and for providing such other police services as the regulations or orders of the respective Departments may require.

Officers of both agencies may provide routine law enforcement services in either area of geographic responsibility as described, but should share information and coordinate efforts with the other agency as appropriate for the situation and as described elsewhere in this document.

F. OPERATIONAL RESPONSIBILITIES

1. Response to public safety emergencies and in-progress crimes

Reports of public safety emergencies or in-progress crimes in UCPD's area of geographic responsibility should immediately be relayed to UCPD if received by BPD.

The agency that receives the first or simultaneous report of a public safety emergency or in-progress crime near the central UC Berkeley campus should respond and take initial action as appropriate for the situation. For purposes of this agreement, "near the central UC Berkeley campus" is roughly the area bounded by Virginia Street on the north, Shattuck Avenue on the west, Dwight Way from Shattuck Avenue to Telegraph Avenue on the southwest, and Derby Street from Telegraph Avenue to Belrose Avenue on the southeast. Reports of public safety emergencies or in-progress crimes outside of this area should immediately be relayed to BPD if received by UCPD.

Regardless of location, an on-duty peace officer of either agency who on-views or discovers a public safety emergency or in-progress crime should take responsibility for the initial response to and/or investigation of the situation. If occurring in the other agency's area of geographic responsibility, the duty to manage the incident shall remain with the initiating officer/agency until officially transferred to the other agency.

2. Response to non-emergency incidents and late-reported crimes

The agency that receives the first or simultaneous report of a non-emergency incident or late-reported crime occurring within the other agency's area of geographic responsibility should relay that call or information to the other agency for response.

An on-duty peace officer of either agency who on-views or discovers a non-emergency incident or late-reported crime in the other agency's area of geographic responsibility shall either ensure prompt notification of the other department for response or take appropriate initial action to resolve, investigate and/or document the situation. In the latter case, the handling officer / agency should ensure the other agency is notified of the incident and its resolution, and should forward to the other agency a copy of any arrest, crime, or incident report that results.

3. Communication during emergency events of mutual impact

Each agency's communications center should, without unnecessary delay, inform the other of any public safety emergency or in-progress crime to which the staff of that agency is responding, if that situation appears likely to affect or to require the deployment of resources from the other agency. Field supervisors, commanders and communications center staff should continue to share updated information including ongoing actions or plans and should facilitate any necessary communication and coordination between responding field units until the situation is resolved.

4. Response to University alarms

UCPD is responsible for any necessary response-to facilities or locations in UCPD's area of geographic responsibility (including off-campus properties as described in **APPENDIX 1**) that have been equipped with an intrusion alarm or other emergency alert system. If UCPD responds to an alarm or alert and discovers that the source is in fact outside UCPD's geographic and operational responsibility, BPD is responsible for any necessary investigation or follow-up actions.

5. Response to emergency (9-1-1) telephone calls

Emergency (9-1-1) telephone routing should correspond with the division of BPD/UCPD geographic responsibility as described above (section E.), to the extent this is possible.

At an off-campus location where UCPD has partial geographic responsibility, and where 9-1-1 telephone routing cannot be divided more precisely than street address, one agency shall be selected to receive 9-1-1 calls and to route them to the other agency as appropriate, according to

the descriptions in **APPENDIX 1**.

Regardless of routing status, 9-1-1 calls that require an emergency response should be handled by the receiving agency as described above (section F.1.).

6. Medical or Fire Department response to University property

BPD communications center staff should notify UCPD without delay after dispatching medical or fire personnel to a location in UCPD's area of geographic responsibility, if that call for service did not originate from the UCPD communications center.

7. Special event notifications

The agency with knowledge or information of any large public gathering, demonstration or other group act of civil disobedience, or special event planned on or occurring in their area of geographic responsibility which appears likely to affect or to require the deployment of resources from the other agency should notify the other agency at the soonest practical opportunity.

8. City or University-owned vehicle collisions

If a City of Berkeley or University-owned vehicle is involved in a traffic collision, the agency with geographic responsibility will respond, investigate and document the incident in a manner and format consistent with SWITRS procedures and that agency's report writing policy. However, if the vehicle involved is driven by an on-duty employee of UCPD or BPD in the other agency's area of geographic responsibility and the collision involves injuries or fatalities, either agency may opt to contact the California Highway Patrol for investigation and documentation assistance.

9. Ticketed or paid-admission events

On-duty employees from either agency should not enter the venue of a ticketed or paid-admission event (including sporting events, lectures, concerts and other performances) outside their area of geographic or operational responsibility unless assigned or specifically requested, or in response to an emergency or a criminal investigation in progress. Nothing in this agreement is intended to restrict the ability of an off-duty employee to enter an event venue according to the same procedures as the public.

G. JOINT POLICING OPERATIONS

1. Incident command and control

When operating jointly, the ranking officer of the Department with operational responsibility will have command and control responsibility for the incident, except as described elsewhere in this Agreement or as required by law or policy. However, incident command and control may be shared or transferred by mutual agreement of agency supervisors or managers if doing so is in the interest of public safety or law enforcement effectiveness.

During a joint operation, employees of each agency remain subject to the policies, orders and procedures established by their own Department, and shall not take action(s) that conflict with such policies, orders or procedures. Employees should notify a supervisor without delay if they anticipate or encounter such a conflict.

When responding to an "Officer Needs Help" (11-99) broadcast, the responding agency should act

at the direction of the requesting agency, regardless of geography.

When a formal Incident Command Structure has been established, both agencies will participate in the incident response in accordance with standard SEMS/NIMS protocols.

2. Use of outside agency police radio channels

Employees of either department should only utilize the other agency's radio channels to directly coordinate response and share relevant information during emergencies, in-progress crimes and other urgent situations. Non-emergency and routine information should be handled via the communication center or telephone. When broadcasting on the other agency's radio channels, staff should identify themselves by department and badge number.

This provision is not intended to restrict other approved and appropriate shared use of police department or common radio channels by employees of either agency.

3. Telegraph Avenue patrol/ South campus patrol

By mutual agreement on December 4, 1969, the Berkeley City Council and the University of California authorized funds for a joint UCPD/BPD Patrol in the area south of the central UC Berkeley campus, intended as a cooperative venture to reduce the high incidence of serious crime and disorder. Over the years this program evolved into Telegraph Avenue Patrol (TAP), consisting of officers from both agencies working together, exclusively dedicated to patrolling the south campus using a variety of directed patrol techniques and problem-solving methods.

TAP officers are expected to embrace the community involved policing concept, and are responsible for identifying problems and using outreach and innovation to solve them.

As staffing allows, BPD and UCPD should each designate up to four dedicated TAP officers with hours of work coordinated to meet the needs of the assignment. The primary focus of TAP should be the area bounded by Bancroft Avenue on the north, Derby Street and Willard Park on the south, Fulton Street on the west, and Warring Street on the east.

4. Memorial Stadium events

During football games and other large events held at Memorial Stadium, UCPD will be responsible for law enforcement and public safety services on University property inside and near the stadium. Upon request of UCPD, BPD will provide traffic, pedestrian and parking control services in support of football games and other large events at Memorial Stadium. In general, BPD will operate in areas exterior of University property, and specifically, outside of the fence-enclosed boundaries of Memorial Stadium. The particular scope of services will conform to the nature of the event and collaborative pre-planning event determinations.

In a letter to the City of Berkeley Council dated November 17, 1922 (ref. **APPENDIX 2**), the University affirmed its interest in cooperation regarding the management of vehicular and pedestrian traffic associated with events occurring at Memorial Stadium, and acknowledged responsibility for costs related to BPD personnel assigned and assisting with management of such an event. BPD is responsible for maintaining a detailed account of BPD personnel assigned to, and their time spent in support of, joint operations at University/Memorial Stadium events.

5. Joint crowd management activity

Each Department is responsible for response to crowd situations occurring within their respective areas of geographic responsibility. Both Departments should provide their officers with crowd management and control training of similar content and philosophy to the Alameda County standard, so to facilitate effective joint operations.

Each Department will maintain close communications with the other regarding crowd situations likely to require a police response from both Departments. Where there is advance knowledge of a potential crowd situation likely to require a joint agency response, representatives from each Department will be designated to act as liaisons.

The senior ranking officer of the agency having geographic responsibility at the scene of any crowd situation shall have overall responsibility for police action. It is expected that, whenever possible, the senior ranking officer from the lead agency will consult with the senior ranking officer from the other agency before any joint action is taken.

Where individual or organizational sponsors of events are known in advance, the lead agency will attempt to contact and work with crowd/event leaders to identify and resolve potential problems.

6. Explosive ordinance investigation and disposal

BPD and UCPD will both provide explosive ordinance investigation and disposal expertise and assistance to the other agency, as available and requested.

When a suspected explosive device is reported to either agency, the Communication Center of the agency having operational responsibility should handle the report according to department policy and procedures, and notify their Explosive Ordinance Disposal technician(s) if appropriate. Responding technicians will make a cursory examination of the device and decide if the situation requires additional technicians to resolve. If requested by the initially responding technicians, that agency's Communication Center should relay a request for assistance to the other agency. The initially responding technicians shall remain in charge of rendering safe and disposal of the suspected device unless relieved of this duty by a Commanding Officer of their Department.

Should EOD technicians from the agency having operational responsibility be unavailable for an initial response to a suspected device, that agency may request an initial response from the other agency's technicians: Under these circumstances, technicians from the responding agency shall remain in charge of rendering safe and disposal of the suspected device unless relieved of this duty by a Commanding Officer of either Department.

When operating jointly, BPD and UCPD technicians shall share access to and use of all EOD equipment and material as may be at their disposal.

When operating jointly, each department shall be responsible for the compensation, welfare and care of their respective technicians. Neither Department shall charge the other for responding and providing assistance or for the costs of normal materials and supplies.

Should BPD Bomb Technicians need to conduct an emergency transport and counter charge operation on a suspected explosive device, they will be allowed to transport and conduct disposal operations at the University of California's Russell Research Center at 2947 Happy Valley Road in Lafayette. Per this agreement the University of California Police Department will dispatch a UCPD EOD Technician to the Russell Research Center to provide access to BPD Bomb Technicians.

Notifications prior to transport will be as follows:

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- BPD shall contact UCPD Communications for access to the Russell Research Center.
 - BPD will be responsible for notifications to Transportation Management Center (TMC) at (510) 286-6923 for CalTrans/CHP if required.
 - BPD will be responsible for all LE jurisdiction notifications for transport route.
 - UCPD will be responsible to notify the Russell Research Center point of contact of the disposal activity.
 - UCPD will be responsible to notify the staff at the UC Observatory at the Russell Research Center of the disposal activity.
 - UCPD will be responsible to contact Contra Costa County Sheriff's Office prior to any disposal activity and request Contra Costa County Consolidated Fire District to dispatch a fire unit to the Russell Research Center for a fire stand-by.

7. Tactical operations

BPD and UCPD will both provide tactical operations team expertise and assistance to the other agency, as available and requested.

As time and resources permit, BPD's Special Response Team (SRT) and UCPD's Special Response Unit (SRU) should conduct mutual training, including the exchange of instructors as needed.

Should an incident within the area of operational responsibility of one Department result in the activation of that agency's tactical response team, and it is determined by that agency's command personnel that special operations assistance is needed from the other agency, a request will be made through the assisting agency's on-duty Watch Commander. The assisting agency will direct their tactical response team to the location indicated and will provide necessary assistance to the requesting agency.

During a joint operation, command and control of the critical incident will remain with the agency having operational responsibility, unless otherwise decided by mutual agreement of agency command personnel.

When operating jointly, SRT and SRU shall share access to and use of all special operations equipment and material as may be at their disposal.

When operating jointly, each department shall be responsible for the compensation, welfare and care of their respective special operations team members. Neither Department shall charge the other for responding and providing assistance or for the costs of normal equipment and supplies.

H. PRISONER BOOKING AND HOUSING

In a letter from UCPD to BPD dated December 13, 1994 (ref. **APPENDIX 3**), both agencies entered into a services agreement regarding booking and housing UCPD prisoners in the Berkeley City Jail, according to the applicable fee schedule established by the Berkeley City Council, most recently updated in Resolution No. 62,066 dated May 20, 2003 (ref. **APPENDIX 4**). Refer to the appendices for details.

I. OPERATIONAL/JURISDICTIONAL CONFLICT, RESOLUTION

If during the course of field activity, a dispute arises between the agencies regarding administrative, geographic or operational responsibility, and it cannot be resolved by referring to the terms of this agreement, the agency with initial responsibility for the situation shall retain that responsibility. The other agency should provide reasonable cooperation and resources in support of the situation, consistent with its other policing priorities and constraints. The agency with responsibility for the situation should accommodate a request from the other agency to conduct a parallel or joint response and/or criminal investigation.

As soon as necessary, or within five (5) business days, involved personnel from each agency should communicate the issue(s) in dispute to their respective Chief of Police. At the earliest opportunity following notification, BPD and UCPD Chiefs of Police or their designated representatives shall review the disputed case to clarify responsibility for similar situations in the future.

J. CENTRAL CAMPUS BOUNDARIES

The University central campus boundaries described below are intended to be the actual boundaries for the purpose of determining geographic responsibility between BPD and UCPD on a daily basis. To facilitate identification, these boundaries are described using physical lines of demarcation (such as sidewalks, fences and curb lines) in place of precise geographic measurements.

North & east from Hearst Avenue and Highland Place	UC fence lines
Hearst Avenue south side, west from the extended east curb line of Highland Place to the east side of Gayley Road*	South curb line
<i>*BPD shall have geographic responsibility north of the extended south edge of the south sidewalk through the intersection of Hearst Avenue/Gayley Road</i>	
Hearst Avenue south side, west from the west side of Gayley Road to the east end of the fence at 2468 Hearst Avenue (north border of University House)	South edge of sidewalk.
Hearst Avenue south side, west from the east end of the fence at 2468 Hearst Avenue (north border of University House) to 2400 Hearst Avenue	UC fence line
Hearst Avenue south side, west from the 2400 Hearst Avenue to the northwest corner of the east wing of The Gateway building (old Tolman Hall), at the line extended from sidewalk drain to curb	South curb line

Hearst Avenue south side, west from the northwest corner of east wing of The Gateway building (old Tolman Hall) at the line extended from sidewalk drain to curb, to the west side of MacFarlane Lane	Ten (10) feet south of south curb line
Hearst Avenue south side, west from the west side of MacFarlane Lane to Oxford Street	South edge of south sidewalk
Oxford and Fulton Streets east side, south from Hearst Avenue to Bancroft Way	East edge of east sidewalk
Bancroft Way north side, east from Fulton Street to the west side of Piedmont Avenue	North edge of north sidewalk*
<i>*Where the edge or extension of the sidewalk is not clearly defined, ten (10) feet north of the north curb line</i>	
Piedmont Avenue west side, north from Bancroft Way to the south line of the crosswalk north of 2220 Piedmont Avenue	West edge of west sidewalk
South edge of the south painted line of the crosswalk north of 2220 Piedmont Avenue, from Piedmont Avenue west side to Piedmont Avenue east side	South line of crosswalk
Piedmont Avenue east side, south from the south line of the crosswalk north of 2220 Piedmont Avenue to the north side of Bancroft Way (at southwest corner of International House)	East edge of east sidewalk
Bancroft Way north side, east from Piedmont Avenue to the east side of Warring Street at the west property line of 2833 Bancroft Steps	North edge of north sidewalk
West property line of 2833 Bancroft Steps, north from Warring Street at Bancroft Steps and along the west and then north property line at 2250 Prospect Street*	Private property line
<i>*BPD has geographic responsibility for 2833 Bancroft Steps and 2250 Prospect Street</i>	
Prospect Street west side, south from the extended north property line of 2250 Prospect Street to the extension of the north curb of Bancroft Way	West curb line
Extension of, and north curb of Bancroft Way, east from the west curb line of Prospect Street to Canyon Road	North curb line

West curb of Canyon Road, north from Bancroft Way to Stadium Rimway	West curb line
Extension of the north side of Canyon Road across Stadium Rimway and the north side of Canyon Road east from Stadium Rimway to the extended east property line of 55 Canyon Road	UC property line
East end of Canyon Road	UC property line

K. CLARK KERR CAMPUS/ SMYTH-FERNWALD HOUSING BOUNDARIES

The Clark Kerr Campus is the property south of Dwight Way, east of Warring Street and north of Derby Street (excluding 2951 Derby Street – Redwood Gardens senior residential facility).	Stone perimeter wall and extension thereof at points of vehicle and pedestrian access
Smyth/Fernwald Student Housing is the property east of Hillside Avenue (south of 2425 Hillside Avenue) and north of Dwight Way.	Stone retaining wall or ten (10) feet east of the east curb line (Hillside Ave.); North edge of north sidewalk (Dwight Way)
*BPD has geographic responsibility for the private homes and properties located on Dwight Way east of Fernwald Road.	

L. PART 1 VIOLENT CRIMES REPORTING

1. PURPOSE

The purpose of this section is to meet the statutory requirements established by AB 1433 (Gatto 2014) requiring covered institutions to adopt and implement written policies and procedures to ensure that reports of Part 1 violent crimes, hate crimes, or sexual assaults are immediately or as soon as practicably possible, disclosed to local law enforcement.

It is further the purpose of this section to promote collaboration between the City of Berkeley Police Department (BPD) and the University of California Police Department, Berkeley (UCPD) and to enhance the reporting, investigations, and appropriate response to sexual assault and other covered crimes.

2. REPORTING OBLIGATIONS

UCPD and BPD agree to the following procedures through which each department will transmit reports it receives to the other. These reports shall comply with the confidentiality requirements described in Section 4 below and shall not identify the victim or the alleged assailant unless the victim has consented to being identified.

(a) UCPD Reports to BPD

UCPD will report immediately or as soon as practicably possible to BPD all reports received by a

Campus Security Authority of any Part 1 violent crime, sexual assault, or hate crime committed on or off campus. This includes reports victims make directly to Campus Security Authorities (CSAs) as well as reports victims make to other Campus employees that are then conveyed to the CSAs. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to BPD will be documented in UCPD records. In addition, UCPD will maintain a public crime log documenting the "nature, date, time, and general location of each crime" and its disposition, if known. The log should be accessible to the public during normal business hours.

(b) BPD Reports to UCPD

Pursuant to the Clery Act, UCPD must report aggregate data concerning certain enumerated crimes. To enable UCPD to fulfill this requirement, BPD shall provide statistics on at least an annual basis to UCPD on all crimes listed in 20 U.S.C. §1092(f)(1)(F) for which BPD acted as a first responder or had geographic responsibility.

BPD will promptly notify UCPD when students or employees are identified as the victims or suspects of any Part 1 violent crime, sexual assault, or hate crime that occurs within BPD's jurisdiction, and/or when BPD acts as first responder to an incident. Such reports will include, where authorized:

- The name and characteristics of the victim;
- The name and characteristics of the perpetrator if known;
- Description of the incident, including location and date and time; and
- Any report number assigned to the police incident report documenting the investigation being conducted by the jurisdictional agency.

All such notifications to UCPD will be documented in BPD incident reports.

BPD will promptly notify UCPD if it has referred the incident to the Alameda County District Attorney (ACDA) for charges to be filed, and of any charging decisions made by ACDA.

3. CLERY WARNINGS

The Clery Act requires UCPD to issue timely warnings for Clery crimes on- and off-campus that pose a serious or continuing threat to students and employees and emergency notifications for a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees on campus.

To facilitate the issuance of Clery Act-required timely warnings and emergency notifications, UCPD and BPD agree to coordinate the sharing of information as described above. BPD acknowledges that UCPD need not obtain the approval of an outside law enforcement agency to issue any warnings/notifications, nor is UCPD required to seek preclearance of the content of any warning/notification. However, UCPD will inform BPD about such warnings as soon as practicable.

List of off-campus Berkeley properties under UCPD Jurisdiction

Updated 08/31/2023

Generally, for off-campus locations:

UC as Landlord: UCPD has primary jurisdiction for all land, structures and spaces, except areas leased and open to the public for commercial purposes. UCPD's primary jurisdiction includes any vacant units.

UC as Tenant: UCPD has primary jurisdiction only for the areas leased and exclusively controlled by the University. The land, structures and other spaces are the primary jurisdiction of the City of Berkeley.

UC as Owner / Occupant: UCPD has primary jurisdiction for all land, structures and spaces.

Clarifications and known exceptions to these guidelines are included below.

Number	Street	Description	UC is:	UC Lease expires
2001	Addison Street	Haas School of Business UC controlled areas only – on 1st & 2nd floors	Tenant	1/31/2023
2123	Addison Street	University Hall West Lot	Owner / Occupant	
2199	Addison Street	University Hall	Owner / Occupant	
1601	Allston Way	The Convent (co-op) All land, structures and spaces	Landlord	
2108	Allston Way	Berkeley Wireless Research Center (AKA: 2201 Shattuck Avenue) UC controlled areas only – on 2nd floor	Tenant	1/31/2024
2121	Allston Way	Magnes Museum All land, structures and spaces	Tenant	9/14/2071
2150	Allston Way	Institute of Transportation Studies UC controlled areas only - on 2nd floor	Tenant	12/31/2024
1750	Arch Street	Center for New Music and Audio Technologies (McEnerney Hall)	Owner / Occupant	
2425	Atherton Street	Jones Child Study Center	Owner / Occupant	

Number	Street	Description	UC is:	UC Lease expires
2105	Bancroft Way	-UC controlled areas: Haas School of Business – 2nd floor & basement storage -Tenant: Grabango headquarters –3rd & 4th floors (UCPD response) -Tenant: Yoga studio –1st floor (open to public, BPD response) All land, structures and spaces except areas leased for public commercial use	Landlord	
2111	Bancroft Way	Banway Building	Owner / Occupant	
2200	Bancroft Way	Office of Public Affairs	Owner / Occupant	
2214	Bancroft Way	Legends Aquatics Center	Owner / Occupant	
2220	Bancroft Way	Founders Building (Career Counseling Library)	Owner / Occupant	
2222	Bancroft Way	Tang Center and parking lot (University Health Services)	Owner / Occupant	
2440	Bancroft Way	University Relations, Center for Educational Partnerships, Berkeley Law All land, structures and spaces except areas leased for public commercial use	Landlord	
2626	Bancroft Way	Woo Hon Fai Hall / Bakar BioEnginuity Hub (AKA: 2625 Durant Avenue) All land, structures and spaces	Tenant	12/31/2041
2400 A&B	Bancroft Way	Retail locations All land, structures and spaces except areas leased for public commercial use	Landlord	
2400 C	Bancroft Way	Stiles Hall All land, structures and spaces	Landlord	
2120	Berkeley Way	Former UC Press Building All land, structures and spaces except areas leased for public commercial use	Landlord	
2121	Berkeley Way	Berkeley Way West (AKA: 1919 Shattuck Avenue) All land, structures and spaces except areas leased by Marugame Udon	Landlord	

2151	Berkeley Way	Innovative Genomics Institute Building (IGIB) / Energy & Biosciences Institute (EBI)	Owner / Occupant	
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Number	Street	Description	UC is:	UC Lease expires
2334	Bowditch Street	Center for Latin American Studies	Owner / Occupant	
2350	Bowditch Street	Fox Cottage	Owner / Occupant	
2415	Bowditch Street	Crossroads Dining Commons	Owner / Occupant	
2420	Bowditch Street	Anna Head Complex	Owner / Occupant	
2000	Carleton Street	Facilities Services	Owner / Occupant	
2155	Center Street	Berkeley Art Museum / Pacific Film Archive	Owner / Occupant	
2100	Channing Way	Manville Hall Student Housing (RSSP) All land, structures and spaces except areas leased for public commercial use	Landlord	
2424	Channing Way	Beverly Cleary Residence Hall (RSSP)	Owner / Occupant	
2515	Channing Way	Academic Achievement Program	Owner / Occupant	
2520	Channing Way	Maximo Martinez Commons (RSSP)	Owner / Occupant	
2521	Channing Way	Institute for Research on Labor & Employment	Owner / Occupant	
2535	Channing Way	Channing / Bowditch Apartments (RSSP)	Owner / Occupant	
2536	Channing Way	Office of Student Conduct / Anna Head Complex	Owner / Occupant	
2538 / 2538A	Channing Way	Survey Research Center / Anna Head Complex	Owner / Occupant	
2547	Channing Way	Center for Latino Policy Research, UC Energy Institute (Shorb House)	Owner / Occupant	

2610	Channing Way	Residential and Student Services Building	Owner / Occupant	
2612	Channing Way @ College Avenue	Underhill Parking Structure (lot 'D')	Owner / Occupant	

Number	Street	Description	UC is:	UC Lease expires
2821	Claremont Boulevard	UC President's Residence	Owner / Occupant	
2333	College Avenue	Ida Louise Jackson Graduate House (RSSP)	Owner / Occupant	
2400	Durant Avenue	Unit III Residence Halls (Spens-Black, Priestly, Ida Sproul, Norton)	Owner / Occupant	
2401	Durant Avenue	Blackwell Hall (RSSP)	Owner / Occupant	
2625	Durant Avenue	Woo Hon Fai Hall / Bakar BioEnginuity Hub (AKA: 2626 Bancroft Way) All land, structures and spaces	Tenant	12/31/2041
2650	Durant Avenue	Unit I Residence Halls (Freeborn, Putnam, Slottman, Deutsch, Cheney, Christian)	Owner / Occupant	
2415	Dwight Way	Fenwick Weavers Village (co-op) All land, structures and spaces	Landlord	
2427	Dwight Way	Dwight Way Child Development Center	Owner / Occupant	
2614 / 2616	Dwight Way	Traffic Safety Center & UC Transportation Center (Johnson Hall) UC controlled areas only – on 1st & 2nd floors	Tenant	9/30/2022
	Dwight Way @ Fernwald Road	Smyth House & Smyth-Fernwald estate	Owner / Occupant	
	Ellsworth Street @ Channing Way	Ellsworth Parking Structure (lot 'C')	Owner / Occupant	
1608	Fourth Street	Campus Shared Services All land, structures and spaces except areas leased for public commercial use	Landlord	
2339	Haste Street	Haste Street Child Development Center	Owner / Occupant	

2424	Haste Street	Rochdale Village (co-op) All land, structures and spaces	Landlord	
2441	Haste Street	New Sequoia Apartments (RSSP) UC controlled areas only	Tenant	7/31/2026

Number	Street	Description	UC is:	UC Lease expires
2503	Haste Street	Enclave Apartments (RSSP) UC controlled areas only	Tenant	6/20/2030
2650	Haste Street	Unit II Residence Halls (Davidson, Griffiths, Wada, Ehrman, Cunningham, Towle)	Owner / Occupant	
2537 / 2537A	Haste Street	Alumnae Hall / Anna Head Complex	Owner / Occupant	
	Haste Street @ Bowditch Street	People's Park	Owner / Occupant	
2195	Hearst Avenue	Warren Hall	Owner / Occupant	
2481	Hearst Avenue	UC Investigative Reporting Program All land, structures and spaces	Landlord	
2483	Hearst Avenue	Daily Californian All land, structures and spaces	Landlord	
2521	Hearst Avenue	Etcheverry Hall	Owner / Occupant	
2607	Hearst Avenue	Goldman School of Public Policy	Owner / Occupant	
2700	Hearst Avenue	Foothill Residence Halls	Owner / Occupant	
	Hearst Avenue @ LaLoma Avenue	Upper Hearst Parking Structure (lot 'H')	Owner / Occupant	
	Hearst Avenue @ Scenic Avenue	Lower Hearst Parking Structure (lot 'A')	Owner / Occupant	
2465	LeConte Avenue	Goldman School of Public Policy UC controlled areas only	Tenant	8/14/2024
1893	LeRoy Avenue	Goldman School of Public Policy	Owner / Occupant	

1898	LeRoy Avenue	Soda Hall	Owner / Occupant	
2743	Ninth Street	College of Environmental Design UC controlled areas only	Tenant	3/31/2023

Number	Street	Description	UC is:	UC Lease expires
1899	Oxford Street	Oxford Parking Lot UC controlled areas only	Tenant	12/31/2022
1970	Oxford Street	Anchor House (under construction) <i>Bounded by Oxford St., University Ave., Walnut St., Berkeley Way</i>	Owner / Occupant	
2120	Oxford Street	BAM/PFA Store	Owner / Occupant	
255	Panoramic Way	Havens House & Garage	Owner / Occupant	
2299	Piedmont Avenue	International House	Owner / Occupant	
717	Potter Street	LBNL Biosciences Operations (AKA: LBNL Building #977) UC & LBNL controlled areas only	Owner / Occupant	
2451	Ridge Road	Fung Institute of Engineering Leadership (Shires Hall) UC controlled areas only	Tenant	6/19/2026
2530	Ridge Road	Jacobs Hall	Owner / Occupant	
2600	Ridge Road	Cloyne Court (co-op) All land, structures and spaces	Landlord	
2684	Ridge Road	Ridge Lot	Owner / Occupant	
1798	Scenic Avenue	College of Engineering (Mudd Hall) UC controlled areas only	Tenant	5/31/2031
1919	Shattuck Avenue	Berkeley Way West (AKA: 2121 Berkeley Way) All land, structures and spaces except areas leased by Marugame Udon	Landlord	

2150	Shattuck Avenue	TBSI, IPIRA, RDO, BIO, NSSC, Sky Deck UC controlled areas only – on 2nd, 5th, 9th, 10th, 13th floors	Tenant	Multiple (longest 2/28/2025)
2201	Shattuck Avenue	Berkeley Wireless Research Center (AKA: 2108 Allston Way) UC controlled areas only – on 2nd floor	Tenant	1/31/2024

Number	Street	Description	UC is:	UC Lease expires
2539	Telegraph Avenue	Panoramic Apartments (RSSP) UC controlled areas only	Tenant	8/14/2024
2850	Telegraph Avenue	Information Systems & Technology, Berkeley Law All land, structures and spaces except areas leased for public commercial use	Landlord	
124	University Avenue	UC Aquatic Center at the Berkeley Marina UC controlled areas only	Tenant	Month to Month
1936	University Avenue	Real Estate Division & School of Education (Promenade Building) UC controlled areas only – on 2nd & 3rd floor	Tenant	Multiple (longest 7/31/2025)
1995	University Avenue	Golden Bear Center All land, structures and spaces except areas leased for public commercial use	Landlord	
2136 - 2140	University Avenue	Restaurant & retail spaces All land, structures and spaces except areas occupied by Campus Dental Care (2136), Instant Copying & Laser Printing (2138) and Lucky Thai House (2140) - BPD.	Landlord	
2154 - 2160	University Avenue	Restaurant & retail/office spaces, including private office leased to Cupertino Electric Inc. (2160), and private office leased to BuildGroup (2154 & 2158) - UCPD. All land, structures and spaces except areas occupied by Simply Bowl (2156)-open to public - BPD.	Landlord	
2275	Virginia Street	Miles Residence for Visiting Poets	Owner / Occupant	

1741	Walnut Street	Oxford Tract GPB (North) Greenhouse	Owner / Occupant	
1751	Walnut Street	Oxford Tract GPB (South) Greenhouse	Owner / Occupant	
1801	Walnut Street	Oxford Tract Natural Resource Laboratory	Owner / Occupant	
1803	Walnut Street	Oxford Tract Insectary Greenhouse	Owner / Occupant	
1805	Walnut Street	Oxford Tract Insectary Building	Owner / Occupant	
2601	Warring Street	Clark Kerr Campus All land, structures and spaces except Redwood Gardens Senior Housing	Owner / Occupant	

RECEIVED

NOV 17 1922

OFFICE OF
CITY CLERK

PRESENTED TO COUNCIL

NOV 17 1922

E. M. Hanson
CITY CLERK

OFFICE OF THE REGENTS

BERKELEY

November 17, 1922.

Council of the City of Berkeley,
Berkeley,
California.

Gentlemen:

Mayer Bartlett and your City Planning Consultant, Mr. Carol Aronovici, have informed me of your wish to learn the attitude of the Regents of the University of California towards certain problems raised by the location of the California Memorial Stadium near Strawberry Canyon. May I say in general that the Regents are perhaps even more interested than yourselves in making the Stadium easily accessible to those who seek admission to it and may, therefore, be counted upon to cooperate to the fullest extent in any plans designed to broaden and improve the approaches to the structure. I am writing this letter to set forth the specific assurances I have been authorized to give you.

(1) If it shall be determined to be advisable by yourselves or your representatives, the University will permit the parking of automobiles on approximately ten acres of the present campus.

(2) The University will widen the sidewalk on the north side of Bancroft Way from Barrow Street to College Avenue, at a cost not to exceed \$5,000, the figure named by Mr. Aronovici.

(3) In order to facilitate entrance to the campus through Sather Gate, the University will agree to the establishment of a set-back line on the east side of Telegraph Avenue from Bancroft Way to Allston Way so far as this affects the property of the University.

(4) The University will assume the expense of re-arranging the parking strip on Piedmont Avenue to accommodate pedestrian traffic.

(5) The University will assume the cost of all extra police officers made necessary by games or other events held under its auspices.

(6) The University will, within five years, establish a connection between Warring Street to the intersection of Piedmont Avenue and Bancroft Way, via the Stadium.

#2.

(7) The cost of all changes which are or may be included in the plans of the Regents, such as the widening and altering of streets, the establishment of set-back lines, the changing of sewers, will be met by the University.

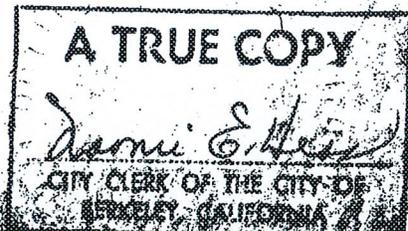
The suggestion was made by your representatives that there be set up a Commission consisting of one member selected by the City Council, one member selected by the Regents, and a third to be chosen by these two, to make a study of the traffic problem at the time of the first California-Stanford Game and to report necessary changes to meet the situation as it then develops, any changes recommended by a majority of the Commission to be made at the expense of the University. The Regents regret that they have not the power to delegate to a body outside their own membership the control and disposition of University funds, or the power to alienate or alter the property of the State. They are, however, willing to set up such a Commission as an advisory body, to pay its approved expenses up to a maximum of \$2,000, and to endeavor, insofar as possible, to carry out its recommendations, any costs involved to be met from the net profits of the Stadium and not by the City of Berkeley or adjacent property owners.

I trust that with these assurances, your honorable body will see fit to put the stamp of its approval on this great civic improvement which must be started immediately if it is to be ready for the Big Game of 1923.

Respectfully,



RGS-R





POLICE DEPARTMENT

ROOM 1 SPROUL HALL # 1199
BERKELEY, CALIFORNIA 94720-1199

December 13, 1994

Police Chief D. E. Butler
City of Berkeley Police Department
2171 McKinley Street
Berkeley, CA. 94703

EFFECTIVE 1-16-95
NOT TIL TUES
1-17-95 PER UC

Dear Chief Butler:

I am enclosing the final draft of the joint BPD/UCPD prisoner booking and housing agreement. This agreement has been reviewed and approved by appropriate staff from both departments, and, with your concurrence, will be implemented on January 16th, 1995. I understand that the formal contract review must still occur through normal city channels, and is expected to take 60-90 days. Concurrently, I will have the contract reviewed, and signed by the appropriate university officials.

UCPD and BPD staff have agreed to implement the prisoner booking and housing agreement on January 16th, even though the final document may not be signed by that date. If you agree with moving forward with this joint agreement, please indicate below, and inform your staff.

If you have any questions, or need clarification on this matter, please call me at 642-1133, or Captain Pat Carroll at 643-9597.

Thank you very much for your support in this matter.

Victoria L. Harrison
Chief of Police

Approved: Chief D. E. Butler
Chief D. E. Butler

12-20-94
Date

cc: Capt. P. J. Carroll
Capt. B. Miller - BPD

CONTRACT

This contract is entered into on Jan. 16, 1995 between the CITY of BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and The Regents of the University of California ("UC"), a California constitutional corporation.

This contract is made with reference to the following facts and objectives:

- A. The City of Berkeley operates and maintains the Berkeley City Jail ("Jail"), into which the Police Department of the University of California regularly books arrested persons.
- B. The City and UC have agreed that charging UC a flat fee for all persons UC books into the Jail up to a certain number of bookings would be more efficient than charging a daily fee for each person booked. Said flat fee charge has been approved by the Berkeley City Council and authorized officials of the University of California.

The parties agree as follows:

1. Payment

In consideration for accepting persons arrested by UC into the City Jail, UC shall pay a booking fee to the City of \$1500.00 per month for all bookings in a said month, up to 100 bookings. Should the number of bookings into the City Jail by UC in any month exceed 100, UC shall pay the City an additional booking fee for each booking after the 100th, of \$75.00 per person for each day said persons are in custody at the Jail.

The City shall bill UC on a monthly basis and UC shall pay said bill within 60 days of receipt. For any month in which the number of bookings by UC exceeds 100, the monthly bill shall be accompanied by documentation prepared by the City showing the number of bookings by UC exceeding 100 and number of days each person so booked was held in the Jail.

2. Term

This contract shall be retroactive to July 1, 1994, and shall continue until terminated as provided herein. The parties agree that after the first year this contract is in effect, either party shall have the right to request a renegotiation of the fee paid hereunder. Either party may terminate this contract at any time upon 30 days written notice to the other for any reason whatsoever, including, but not limited to, the failure of the parties to reach agreement on a renegotiated fee. The parties understand that if this contract is terminated, the booking fee charged to UC shall be the same as that charged to other parties that book into the Jail, as established by the City Council resolution then in effect.

EXHIBIT "A"

1. UC will comply with all the provisions of City General Orders A-51, "Arrest and Traffic/Warrants Offenses" A-52, "Alameda County Consolidated Arrest Report", and C-10, "Citation Release".
2. UC Officers will complete the Consolidated Arrest Report ("CAR") for all prisoners brought to the Jail.
 - a. UC Officers will complete the "probable cause" narrative.
 - b. UC Officers will complete the "Declaration of Arrest."
3. If a UC prisoner housed in the Jail requests medical treatment, or is deemed to be suicidal, a UC Police Officer will return to the Jail to escort the prisoner to the hospital, or to Alameda County Jail as appropriate.
4. UC agrees that all warrant confirmations will be made directly to the City, using the mnemonic #0103BRY.
5. When UCPD has a prisoner currently being housed at the Berkeley City Jail, and the Jail is filled to capacity, and Jail staff decides to purge the jail, UC shall supply at least one Police Officer to assist City staff in the trip to Santa Rita. The City agrees that UC prisoners will be excluded from going to Santa Rita under these circumstances. *only if UC has the UC prisoner in custody.*
6. In the case of mass arrests by UC, those prisoners will not be taken to the city Jail.
7. All large items of property (E.g. sleeping bags, duffle bags, clothing bags) will be booked into the U.C.P.D. evidence locker, and not taken to Berkeley Jail.

RESOLUTION NO. 62,066-N.S.

INCREASING THE INDIVIDUAL BOOKING FEES AND DAILY HOUSING RATES FOR THE CITY OF BERKELEY JAIL TO \$190.00 PER INDIVIDUAL AND RESCINDING RESOLUTION NO. 61,579-N.S. EFFECTIVE JULY 1, 2003

WHEREAS, a fee increase is necessary to ensure that the City Jail can continue to book and house prisoners to assist outside agencies; and

WHEREAS, the fee increase will allow the City Jail to continue to meet all federal, state, and county health and safety requirements, and complete facility repair projects; and

WHEREAS, the County of Alameda will be increasing its booking and housing fees requiring the City Jail to raise its fee appropriately.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the booking and daily housing rate for the City of Berkeley Jail be set as follows, effective July 1, 2003:

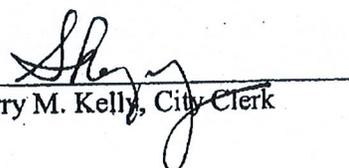
Individual Booking = \$190.00 per individual
Housing rate = \$190.00 per individual per day

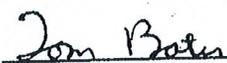
The foregoing Resolution was adopted by the Berkeley City Council on May 20, 2003 by the following vote:

Ayes: Councilmembers Breland, Hawley, Maio, Olds, Shirek, Spring, Worthington, Wozniak and Mayor Bates.

Noes: None.

Absent: None.

Attest: 
Sherry M. Kelly, City Clerk


Tom Bates, Mayor

Berkeley Police Department MOU Compendium

Item #	1.15
<i>Title:</i>	LOCAL: SAN JOSE POLICE DEPARTMENT, SILICON VALLEY INTERNET CRIMES AGAINST CHILDREN TASK FORCE
<i>Type:</i>	Written Agreement
<i>Approvals:</i>	Initial: September 18, 2012 / Latest: PENDING UPDATE
<i>Summary:</i>	The Silicon Valley Internet Crimes Against Children Task Force (SVICAC) is committed to the protection of children from the sexually-oriented dangers posed by the internet. In an effort to create a networking group focused on internet crimes against children and to work in concert with the community of law enforcement agencies.
<i>Rationale:</i>	<p>The Berkeley Police Department is committed to the investigation and prosecution of internet crimes against children and related offenses. Cooperation with regional groups promotes successful prosecution through resource and information sharing.</p> <p>Due to the nature of these crimes, they are often decentralized, and require specialized contacts, and investigators experienced in computer crimes to successfully resolve. Building the Police Department's expertise and network may lead to long-term reduction of these crimes.</p>
<i>Cost:</i>	<p>If Approved: Costs would be neutral. Participation in this task force does not require a full-time assignment to the task force therefore services with the Police Department are managed within its existing budget.</p> <p>If Not Approved: Loss of resources, expertise, and potentially lower closure rate for internet crimes against children.</p>
<i>Recommendation:</i>	Continued approval

SILICON VALLEY INTERNET CRIMES AGAINST CHILDREN TASK FORCE

AGENCY PARTICIPATION AGREEMENT

201 West Mission Street, San Jose, California 95110

I recognize the City of Berkeley is within the geographic area served by the *Silicon Valley Internet Crimes Against Children Task Force (SVICAC)*, and therefore eligible to participate in the National Internet Crimes Against Children (ICAC) Task Force in alliance with the SVICAC. The SVICAC is coordinated by the City of San Jose Police Department's Sexual Assaults Investigative Unit (SAIU) and partially funded by the Department of Justice. This Task Force is committed to the protection of children from the sexually-oriented dangers posed by the internet.

In an effort to create a networking group focused on internet crimes against children and to work in concert with the community of law enforcement agencies comprising SVICAC and the National ICAC Task Force with regard to these specialized investigations, this agency will:

- Adopt and comply with the National ICAC Operation Guideline and subsequent revisions, understanding these guidelines do not supersede my department policy;
- Participate in training of our agency's task force members as resources allow;
- Appoint one person to serve as the agency primary contact for ICAC-related matters;
- Appoint at least one person to supervise ICAC investigations;
- Acknowledge that SVICAC is not obligated to assume any financial responsibility for this agency or participation in the Task Force;
- Hold harmless the Silicon Valley ICAC Task Force and the City of San Jose, its employees and officials from any claim, suit, or demand in any proceeding brought by others based on the conduct of any employee of our agency;
- To notify in writing the Task Force Coordinator upon withdrawal from or a change in personnel assigned;

This Participation Agreement shall be effective on the date of the application and may be cancelled by either party upon written notification.

Having read the operational guidelines of ICAC, I request and agree to affiliation with the Silicon Valley Internet Crimes Against Children Task Force.

Signature [Signature]
Affiliated Agency Head

Date 4/25/08

Affiliated Agency Contact Information

Title / Name	SGT. JENNIFER LOUIS
Mailing Address	Berkeley Police, 2100 MARTIN LUTHER KING JR WAY
Office Phone / Fax	(510) 981-5717 Fax 981-5704 BERKELEY CA 94704
Email	JLOUIS@CI.BERKELEY.CA.US

Berkeley Police Department MOU Compendium

Item #	1.21
Title:	LOCAL: ALAMEDA COUNTY EMERGENCY MEDICAL SERVICES AGENCY
Type:	Memorandum of Understanding
Approvals:	Initial: NEW, July 9, 2024
Summary:	<p>Alameda County Emergency Medical Services Agency (EMS) has agreed to provide Automated External Defibrillators (AEDs) to BPD to enhance readiness and response capabilities when a community member experiences cardiac arrest.</p> <p>This is a pilot program to assess whether police response increases pre-hospital cardiac arrest survival.</p>
Rationale:	<p>The Berkeley Police Department and the EMS recognize the critical importance of AEDs in saving lives during cardiac emergencies.</p> <p>The deployment of AEDs by BPD may significantly improve outcomes in cardiac arrest incidents.</p>
Cost:	<p><i>If Approved:</i> Specific costs for these devices and maintenance are not incurred by the department. Potentially life saving emergency medical equipment may arrive to cardiac emergencies faster than it would without these AEDs being deployed.</p> <p><i>If Not Approved:</i> Fiscally neutral. There are no costs associated with this agreement.</p>
Recommendation:	Approval

Memorandum of Understanding (MOU)

Between: City of Berkeley, on behalf of its Berkeley Police Department, 2100 Martin Luther King Jr. Way, Berkeley, CA, 94704 , hereinafter, Law Enforcement Agency or Berkeley Police Department	And: County of Alameda on behalf of its Alameda County Emergency Medical Services Agency, 1000 San Leandro Blvd., Suite 200, San Leandro, CA, 94577, hereinafter EMS
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Subject: Memorandum of Understanding for the Usage of Avive AEDs

Date: 7/4/2024

1. Purpose: This Memorandum of Understanding (MOU) establishes the terms and conditions between the Berkeley Police Department and Alameda County Emergency Medical Services Agency (EMS) governing the usage of Avive Automated External Defibrillators (AEDs) to enhance readiness and response capabilities when a community member experiences cardiac arrest.

This is a pilot program to assess whether police response increases pre-hospital cardiac arrest survival.

2. Background: The Berkeley Police Department and the EMS recognize the critical importance of AEDs in saving lives during cardiac emergencies. Avive AEDs offer advanced technology and features that can significantly improve outcomes in cardiac arrest incidents.

3. Terms and Conditions:

Equipment: Each Avive AED will be issued with a protective case and one set of pads.

Deployment and Maintenance: EMS shall provide Avive AEDs to the Berkeley Police Department. The Berkeley Police Department shall deploy Avive AEDs at strategic locations determined jointly by the Berkeley Police Department and the EMS, considering high-traffic areas, events, and emergency response needs.

EMS shall be responsible for scheduling the regular maintenance, inspection, and replacement of Avive AEDs or pads as needed. The Berkeley Police Department shall cooperate with EMS regarding the scheduling of such regular maintenance, inspection, and replacement of Avive AEDs or pads. The Berkeley Police Department should promptly notify EMS in the event of damage, loss, or loss of function of any Avive AED or the need for replacement pads.

The Avive AEDs will remain the property of EMS, and Berkeley Police Department shall return the Avive AEDs to the EMS within thirty (30) days of the termination or expiration of this MOU. The Berkeley Police Department is not required to reimburse EMS in the event of accidental damage during the course of use or malfunction of an Avive AED due to a manufacturing issue.

The Berkeley Police Department shall store the Avive AEDs in their protective cases at all times when they are not in use to prevent excessive wear and tear. The Avive AEDs shall also be kept inside of a locked location to reduce the chance of theft. The Berkeley Police Department shall reimburse EMS in the event of misplacement or theft of an Avive AED unit; damage incurred outside of the intended use of the of an Avive AED unit; or loss of function that is not due to a manufacturing issue.

Training: EMS will work with Avive to ensure that Berkeley Police Department officers receive proper training in the operation and use of Avive AEDs, in accordance with guidelines established by the EMS. The Berkeley Police Department shall only permit officers who have received proper training to use and operate the Avive AEDs.

Notification: In the event of a cardiac emergency, Berkeley Police Officers are encouraged to respond. Notification of a cardiac emergency will be made through each law enforcement agency's respective dispatch center.

Data Sharing: Subject to applicable laws and regulations, both parties agree to share relevant data and incident reports regarding the usage of Avive AEDs for evaluation and improvement purposes.

Indemnification: The Berkeley Police Department acknowledges that the County of Alameda, including without limitations EMS, is not a dealer in or manufacturer of AEDs and that the County of Alameda makes no warranty as to the fitness of any or all equipment provided under this MOU and makes no guarantee that any or all equipment is free of manufacturer defects or latent, hidden, or obvious defects.

To the fullest extent permitted by law, the Berkeley Police Department shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from or under this MOU, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this MOU (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County of Alameda may participate in the defense of any such claim without relieving the Berkeley Police Department of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County of Alameda, including defense costs, and shall not be limited by any insurance limits.

Term: This MOU shall commence on the date of signing and remain in effect for a period of June 30, 2028, subject to renewal by mutual written agreement of authorized representatives of both parties.

Termination: Either party may terminate this MOU with thirty (30) days written notice to the other party. Upon termination, all equipment will be returned to the EMS Agency within thirty (30) days.

Entire Agreement: This MOU constitutes the entire agreement between the parties concerning the usage of Avive AEDs and supersedes all prior agreements and understandings, whether written or oral, relating to the same subject matter.

[Signature page to follow]

4. Signatures: This MOU shall be effective upon the signatures of authorized representatives from both parties.

For the City of Berkeley on behalf of its Berkeley Police Department:

DocuSigned by:
Signature: Chief Jennifer Louis **Name:** Chief Jennifer Louis **Title:** Police Chief **Date:** 7/9/2024
D8D538DAAF5E4E7...

For the County of Alameda on behalf of its Alameda County EMS Agency:

DocuSigned by:
Signature: Lauri McFadden **Name:** Lauri McFadden **Title:** EMS Director **Date:** 7/9/2024
EE5CB9B522844B1...

By signing above, the signatory warrants and represents that signatory executed this MOU in signatory's authorized capacity and that by signatory's signature on this MOU, signatory or the entity upon behalf of which signatory acted, executed this MOU.

Approved as to form:

Donna R. Ziegler, County Counsel

DocuSigned by:
By: K. Joon Oh, Deputy County Counsel
EFDCE3E661894A0...

K. Joon Oh, Deputy County Counsel

Berkeley Police Department MOU Compendium

Item #	2.7
Title:	STATE: CALIFORNIA DEPARTMENT OF JUSTICE CAL PHOTO PROGRAM
Type:	Written Agreement
Approvals:	Initial: September 19, 2006 / Current: March 8, 2024
Summary:	<p>The CA Department of Justice (CADOJ) is responsible for the enforcement of State law and management of Criminal Offender Record Information (CORI). Pursuant to common professional courtesy, the Police Department may assist, extend cooperation to, and share information with the CADOJ in the interest of criminal justice and public safety.</p> <p>Via the California Law Enforcement Telecommunications System (CLETS), CADOJ's Cal-Photo Program provides law enforcement CORI-classified driver license and image data obtained by the Department of Motor Vehicles. As such, Police Department agrees to conform to all laws, regulations, policies and audits associated with access to Cal-Photo Program CORI.</p>
Rationale:	<p>Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission.</p> <p>Maintenance of efficient access to CORI is valuable in crime prevention and essential for the successful investigation and prosecution of criminal acts.</p>
Cost:	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in existing budget.</p> <p>If Not Approved: Increased cost cannot be calculated. Staff time and resources for investigation will increase. The reduced access to CORI will hinder investigation, obstruct offender identification, and reduce the incidents of successful prosecution.</p>
Recommendation:	Approval



<u>Berkeley Police Department</u> Agency Name	<u>0103</u> ORI Number
<u>2100 MLK JR. WAY</u> Street Address	<u>Berkeley, CA 94704</u> City State Zip Code

Hereinafter referred to as Subscriber,

- I. Agrees to conform to all rules and policies established by the Department of Justice in the California Cal-Photo Policies, Practices and Procedures (PPPs). Wherein Cal-Photo images and information are classified as Criminal Offender Record Information (CORI), the Subscriber agrees to conform to all CORI laws, regulations and policies. It is further agreed that non-criminal history information contained within this database shall not be used for immigration enforcement purposes as stated in the Cal-Photo PPPs Section VI. This restriction does not pertain to any information that is regarding a person's immigration or citizenship status pursuant to 8 U.S.C. §§ 1373 and 1644.
- II. The Subscriber agrees to abide by all rules, policies and procedures of the FBI/NCIC as approved by the NCIC Advisory Policy Board. The Subscriber also agrees to adhere to all rules, policies and procedures of the National Law Enforcement Telecommunications System (NLETS). The subscriber additionally agrees to conform to all California Department of Motor Vehicles (DMV) rules and policies governing the retrieval and release of DMV Driver License and image information as stated in the Cal-Photo Policies, Practices and Procedures.
- III. It is understood by the Subscriber that violation of these rules, policies, practices and procedures may result in immediate or delayed suspension or removal of Cal-Photo service, as deemed appropriate by the Department of Justice, Cal-Photo Program.
- IV. It is understood by the Subscriber that it is the responsibility of all city, county, state, and federal agencies that use information supplied via Cal-Photo to participate in DOJ's training programs to ensure that all personnel (i.e., computer operators, peace officers, investigators, clerical, agency management/supervisors, etc.) are trained in the operation, policies, and procedures of Cal-Photo.
- V. Remote audits by the Cal-Photo Administrators and the Department of Justice and Department of Motor Vehicles will be performed on the use of the system. Periodic unannounced site inspections may be performed by the Department of Justice to ensure compliance with all established rules, regulations, policies, practices and procedures.

If there are any questions about Cal-Photo, the application process, or to receive additional Cal-Photo information, please contact the Cal-Photo Unit at (916) 210-3169 or send an e-mail to calphoto@doj.ca.gov.

AGENCY HEAD AUTHORIZATION	
<u>JEN LOUIS, CHIEF</u> Agency Head Name and Title	<u>(510) 981 5900</u> Telephone Number
 Agency Head Signature	<u>2/8/24</u> Date Signed

Submit the completed form(s) to the DOJ/Cal-Photo Section electronically or by mail to:

California Department of Justice
Client Services: Cal-Photo Unit
calphoto@doj.ca.gov
4949 Broadway, Room B114
Sacramento, CA 95820

Berkeley Police Department MOU Compendium

Item #	2.9
Title:	STATE: CALIFORNIA DEPARTMENT OF JUSTICE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS)
Type:	Written Agreement
Approvals:	Initial: September 19, 2006 / Current: June 23, 2025
Summary:	<p>The CA Department of Justice (CADOJ) is responsible for the enforcement of State law and management of Criminal Offender Record Information (CORI). Pursuant to common professional courtesy, the Police Department may assist, extend cooperation to, and share information with the CADOJ in the interest of criminal justice and public safety.</p> <p>CADOJ manages CLETS, which provides access to state and federal CORI databases. In accordance with Government Code § 15164, the Police Department agrees to conform to all laws, regulations, policies, audits, and technological requirements associated with access to CLETS.</p>
Rationale:	<p>Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission.</p> <p>Maintenance of efficient access to CORI is valuable in crime prevention and essential for the successful investigation and prosecution of criminal acts.</p>
Cost:	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in existing budget.</p> <p>If Not Approved: Increased cost cannot be calculated. Staff time and resources for investigation will increase. The reduced access to CORI will hinder investigation, obstruct offender identification, and reduce the incidents of successful prosecution.</p>
Recommendation:	Approval

Berkeley Police Department MOU Compendium

Item #	2.11
Title:	STATE: CALIFORNIA HIGHWAY PATROL (CHP)
Type:	Written Agreement
Approvals:	Initial: September 19, 2006 / Current: March 17, 2025
Summary:	<p>The California Highway Patrol has responsibility for enforcement of the provisions of the Vehicle Code, investigation of traffic accidents on all freeways, investigation of incidents at state owned/leased properties, investigation involving student-occupied school buses, and mitigation of activities affecting safety upon Interstate 80.</p> <p>In an emergency or critical incident, the Police Department may submit, or participate in response to, a formal request for assistance pursuant to formal Mutual Aid protocols.</p>
Rationale:	<p>Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission.</p> <p>Maintenance of effective relationships supports crime prevention and is essential for successful investigation and prosecution of criminal acts.</p>
Cost:	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in the existing budget.</p> <p>If Not Approved: Increased cost cannot be calculated. Staff time and resources for investigation will increase.</p>
Recommendation:	Approval

OPERATIONAL AGREEMENT
between the
BERKELEY POLICE DEPARTMENT and the CALIFORNIA HIGHWAY PATROL

PURPOSE

This Operational Agreement codifies a cooperative professional association that has existed between the Berkeley Police Department (BPD) and the California Highway Patrol (CHP) since January 15, 1970. The association was originally codified under BPD report #U-77768 in 1970, then BPD Special Order #05-016 in 2005, and most recently the BPD/CHP Operational Agreement in 2010. The purpose of this association was, and continues to be, the promotion of public safety and the interests of law enforcement in areas of common jurisdiction and collaborative activity. To this end, each agency agrees to abide by the jurisdictional protocols and operational procedures described hereafter.

LEGAL AUTHORITIES

BPD and CHP have concurrent legal jurisdiction and authority on Interstate and State highways, roadways that intersect, traverse or are parallel and proximal to those highways, and State-owned properties that are located within the City of Berkeley. Additionally, the California Vehicle Code grants lawful authority to the CHP to enforce traffic related laws and investigate traffic collisions occurring anywhere in the State.

This Operational Agreement shall constitute Jurisdictional Consent (Penal Code §830.1) upon officers of both agencies, who shall have the authority to exercise peace officer powers at all times within the political subdivisions each represents.

OPERATIONAL JURISDICTION

The following describes primary operational responsibilities of each agency at areas of concurrent jurisdiction:

Interstate 80 (Eastshore Freeway): Interstate 80 (I-80), also known as the Eastshore Freeway, is a major east-west (actual orientation is north-south) freeway thoroughfare located in west Berkeley. It includes the paved roadway, shoulder and other areas within established fence lines, walls, or landscaped barrier zones.

CHP will have primary responsibility for the enforcement of traffic laws and investigation of collisions, Vehicle Code criminal offenses (e.g., hit-and-run, DUI, etc.), criminal violations (e.g., assault, domestic violence, homicide, etc.), and non-criminal incidents on, or originating from I-80.

University Avenue Overpass: The University Avenue overpass is a paved east-west roadway that ascends above grade level at 5th Street, continues westward over the Union Pacific Railroad right-

of-way and I-80, and descends to grade level at West Frontage Road.

BPD will have primary responsibility for law enforcement activity on the University Avenue overpass.

Interstate 80 Pedestrian Bridge The I-80 Pedestrian Bridge is a concrete, fence- enclosed walkway structure located approximately 1000 feet south of, and oriented parallel to, the University Avenue Overpass. The Bridge ascends from grade level at the northmost end of Bolivar Drive (just west of the base of Addison Street), continues westward over I-80, and descends to grade level on California State Park property west of West Frontage Road.

BPD will have primary responsibility for law enforcement and criminal investigation on the Bridge. BPD's enforcement focus will be mitigation of pedestrian activity that creates a tangible public safety hazard to vehicles and persons traveling on I-80 (e.g., projectiles dropped/thrown at passing vehicles, suspension of large banners which may be struck by or adversely affect the safe operation of large trucks, etc.)

CHP will be responsible for other traffic- related law enforcement upon the Bridge regarding pedestrian activity that may affect Interstate traffic flow and cause driver distraction.

State Route 13 (Ashby Avenue/Tunnel Road): SR13, also known as Ashby Avenue and Tunnel Road, is a major east-west thoroughfare that traverses south Berkeley from I-80 eastward to the Berkeley-Oakland city limit.

BPD will have primary responsibility for law enforcement activity on Ashby Avenue east of the on-/off-ramp demarcation line eastward to the Berkeley-Oakland border on Tunnel Road.

State Route 123 (San Pablo Avenue): SR123, also known as San Pablo Avenue, is a major north-south thoroughfare that traverses west Berkeley the Berkeley-Albany border southward to the Berkeley-Oakland city limit.

BPD will have primary responsibility for law enforcement activity on San Pablo Avenue.

On/Off-Ramps: On-ramps and off-ramps are paved roadways which allow vehicular traffic to enter or exit I-80. The following locations have on-ramps and off-ramps:

Gilman Street: Demarcation of on-ramps and off-ramps to and from I-80 at Gilman Street will be indicated by prolongations of Gilman Street curb lines associated with the particular ramp. Where none, or if such prolongation is impractical, demarcation will be indicated by marked limit line (e.g., single white limit line, crosswalk line farthest from Gilman Street, etc.)

University Avenue Overpass: Unless otherwise indicated by signage or affirmative marking, demarcation lines shall be roadway expansion seams located proximal to the entrance to the on-/off-ramp from University Avenue, or, if none, prolongations of

relevant curb lines.

Hearst Avenue/Eastshore Road: The off-ramp from eastbound I-80 will be defined as that area of paved roadway that branches from the off-ramp roadway associated with the exit onto eastbound University Avenue. It runs east of and parallel to I-80 below the University Avenue overcrossing, between fixed east and west side concrete curbs, and terminates at the prolongation of the south curb line of Hearst Avenue.

2nd Street: The off-ramp from eastbound I-80 will be defined as that area of paved roadway that branches eastward from the Hearst Avenue/Eastshore Road off-ramp roadway, between fixed north and south concrete curbs, and terminates at the prolongation of the west curb line of 2nd Street.

Ashby Avenue: Ashby Avenue transitions into on-/off-ramp to/from I-80 as it passes under the Bay Street overcrossing. Specifically, the demarcation is vertically aligned with the westmost edge of the Bay Street overcrossing.

Potter Street: Demarcation of the on-ramp to eastbound I-80 from westbound Potter Street will be a line extending perpendicular and westward from the east roadway fog line, that intersects the gore point identified by the intersection of the west roadway fog line of the Potter Street on-ramp and east roadway fog line of the Ashby Avenue on-ramp.

West Frontage Road: Demarcation of the off-ramp from westbound I-80 onto West Frontage Road will be the prolongation of the east curb line of West Frontage Road.

CHP will have primary responsibility for the enforcement of traffic laws and investigation of collisions, Vehicle Code criminal offenses (e.g., hit-and-run, DUI, etc.), criminal violations (e.g., assault, domestic violence, homicide, etc.), and non-criminal incidents on, or originating from, on-/off-ramps leading to/from I-80.

Frontage Roads: Roadways and areas exterior of and adjacent to I-80 are referred to as "frontage roads". These roadways and areas include:

West Frontage Road: Located west of and parallel to I-80, between Gilman Street and the Berkeley/Emeryville city limit);

Eastshore Highway: Located east of and parallel to I-80, between Hearst Avenue and the Berkeley/Albany city limit); and,

Bolivar Drive: Located east of and parallel to I-80, between Addison Street and Potter Street (i.e., the paved roadway along the west side of Aquatic Park).

BPD will have primary responsibility for law enforcement activity on the frontage roadways that run adjacent to, and outside the fenced barriers of, I-80. These responsibilities include, but are not limited to, traffic enforcement, traffic control, and investigation of collisions, criminal

offenses, and non-criminal incidents.

Roadways Intersecting Frontage Roads: BPD will have primary responsibility for law enforcement activity on all paved roadways intersecting frontage roads, unless designed and identified as an on-ramp or off-ramp to I-80 (see above).

STATE-OWNED REAL PROPERTY

CHP will be primarily responsible for law enforcement activity at State-owned property and structures located within the City of Berkeley. BPD will provide assistance as may be requested by CHP.

SPECIFIC CIRCUMSTANCE ASSISTANCE

In accordance with relevant law and agency policy, CHP will have primary responsibility for the investigation of traffic collisions involving a school bus, youth bus, or school pupil activity bus transporting school pupils or children at or below the 12th grade level. Responsibility for the investigation of a collision involving the described vehicles not transporting school pupils or children will rest with BPD.

Upon request, CHP will be primarily responsible for the investigation of injury or fatal traffic collisions directly or indirectly involving BPD personnel.

Excluding assistance associated with formal emergency declarations and requests for Mutual Aid, BPD and CHP will provide emergency response (i.e., '11-99'/urgent request for assistance, spontaneous crowd situation affecting I-80, etc.) or expertise-related (i.e., HazMat carrier commercial enforcement, major collision/criminal investigation support, etc.) assistance to the other agency as may be necessary and requested.

The afore described operational protocols do not preclude the provision of general assistance or sharing of information accomplished in the course of common law enforcement activity, and in accordance with professional courtesy.

INCIDENT COMMAND AND CONTROL

When operating jointly, the ranking officer whose Department has operational jurisdiction will have command and control responsibility. This standard operational protocol may be modified or suspended by mutual agreement if doing so is in the interest of public safety or law enforcement effectiveness.

When a formal Incident Command Structure has been established, both agencies agree to participate in the incident response in accordance with standard SIMS/NIMS protocols.

OPERATIONAL/JURISDICTIONAL CONFLICT, RESOLUTION

An operational conflict that cannot be resolved by on-scene personnel will be presented via the Chain of Command to the attention of each department head. The department heads will be responsible for the cooperative review of the issue and for providing direction to their respective subordinates to avoid future conflict.

ADMINISTRATIVE RESPONSIBILITIES

Each agency will be primarily responsible for statistical accounting and statutory reporting of criminal offenses occurring in their respective jurisdiction. Each agency will, upon request provide the other with relevant information (i.e., "out-aid" reports, arrests, etc.) to facilitate accurate and comprehensive administrative tracking.

EFFECTIVE DATE/TERM/TERMINATION

The term of this Operational Agreement shall become effective upon execution by each agency. The term of this Operational Agreement is 7 years from the effective date. Either agency may terminate from this Operational Agreement by 30 days prior written notice provided to the other agency. In the event of an emergency, this Operational Agreement may be cancelled by either agency without prior notice.

AUTHORIZATION OF AGREEMENT

We, the undersigned, as authorized representatives of our respective agencies, do hereby approve this document on the date(s) indicated.



Jennifer Louis
Chief of Police
Berkeley Police Department

3/16/25
(Date)



M. Novosel, Captain
Commander, Oakland Area
Golden Gate Division
California Highway Patrol

03/17/2025
(Date)

Berkeley Police Department MOU Compendium

Item #	2.16
Title:	STATE: CALIFORNIA DEPARTMENT OF JUSTICE CALIFORNIA SEX AND ARSON REGISTRY (CSAR)
Type:	Written Agreement
Approvals:	Initial: October 28, 2014 / Current: March 27, 2024
Summary:	<p>The CA Department of Justice (CADOJ) is responsible for the enforcement of State law and management of Criminal Offender Record Information (CORI). Pursuant to common professional courtesy, the Police Department may assist, extend cooperation to, and share information with the CADOJ in the interest of criminal justice and public safety.</p> <p>CSAR provides law enforcement CORI-classified sex and arson registry information. As such, the Police Department agrees to conform to all laws, regulations, policies and audits associated with access to CSAR.</p>
Rationale:	<p>Police Department cooperation and information exchange with this State agency promotes public safety and serves the law enforcement mission.</p> <p>Maintenance of efficient access to CORI is valuable in crime prevention and essential for the successful investigation and prosecution of criminal acts.</p>
Cost:	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activities, funded in existing budget.</p> <p>If Not Approved: Increased cost cannot be calculated. Staff time and resources for investigation will increase. The reduced access to CORI will hinder investigation, obstruct offender identification, and reduce the incidents of successful prosecution.</p>
Recommendation:	Approval



California Sex and Arson Registry (CSAR) Agency User Agreement



ORI Number	0010300
County	Alameda

Berkeley Police Department

Name of Agency

Hereinafter referred to as the Subscriber, your agency agrees to conform to all rules and policies established by the Department of Justice (DOJ) in the Security, Policies, Practices and Procedures for the CSAR Web Interface. CSAR information and images are confidential and are to be used for law enforcement purposes only. Use of the CSAR or Cal-Photo for any other purpose may be a violation of California Penal Code sections 290 and 457.1. It is understood by the Subscriber that violation of these rules, policies, practices and procedures may result in suspension or revocation of CSAR and Cal-Photo access, as deemed appropriate by the DOJ. In signing this Agency Agreement, the Subscriber is certifying that he/she is a regularly employed peace officer or other law enforcement representative.

It is understood by the Subscriber that it is the responsibility of all agencies using the CSAR and Cal-Photo to participate in the DOJ's CSAR training. All personnel (i.e., computer operators, peace officers, investigators, clerical, agency management/supervisors, etc.) must be trained in the operation, policies, and procedures of the CSAR and Cal-Photo. The Subscriber understands that training can only be provided by DOJ's training staff, the local agency's CSAR Justice Identity Manager System (JIMS) Administrator, or the agency's CSAR Trainer.

The DOJ, and/or the Agency's CSAR-JIMS Administrator will perform audits on the use of the system and its records to ensure compliance with the CSAR Security, Policies, Practices and Procedures and to validate the timeliness, accuracy, and completeness of the data. Periodic, unannounced site inspections may be performed by the DOJ to ensure compliance with the above.

Jennifer Louis

Agency Executive Officer (Printed Name)

Chief of Police

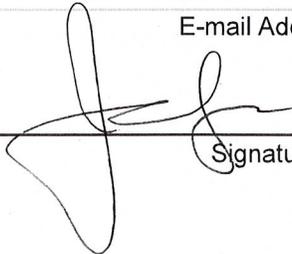
Title

jlouis@berkeleyca.gov

E-mail Address

(510) 981-5705

Phone Number


Signature

3/27/24
Date

**Submit the completed and signed agreement to CSAR
E-mail: VCIC.CSAR@doj.ca.gov
FAX: (916) 227-4814**

Berkeley Police Department MOU Compendium

Item #	3.12
Title:	FEDERAL: NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER (NCRIC)
Type:	Written Agreement
Approvals:	Initial: February 19, 2019 / Current: August 7, 2024
Summary:	<p>Berkeley Police Department General Order N-17 previously governed the relationship between the Berkeley Police Department and NCRIC. In 2019, NCRIC and BPD entered into a more formalized written MOU agreement.</p> <p>NCRIC facilitates the legal sharing of terrorism and criminal-oriented information. In this effort, NCRIC produces/disseminates intelligence, conducts training, and provides investigative and analytical case support to federal, state and local law enforcement agencies. NCRIC strives to ensure the protection of privacy and civil liberties of citizens in its assistance to local, state and federal agencies with their mission of protecting the communities they serve from the threats and dangers of terrorist, gang, narcotics and organized criminal activities. Local Threat Liaison Officers (TLOs) facilitate information sharing and investigative collaboration.</p> <p>The Police Department has a comprehensive policy regarding the provision of a Suspicious Activity Report to NCRIC, including several steps of review, and the reporting to City Council, in redacted form, of all SARs submitted to NCRIC.</p> <p>The Police Department may receive and share confidential or law enforcement sensitive public safety-oriented information with NCRIC to facilitate criminal investigation or to promote the safety of the community and/or law enforcement. The Police Department has designated sworn employees to act as TLO's in addition to their normal assigned duties, as described within BPD Suspicious Activity Reporting Policy, #432.</p>
Rationale:	<p>Police Department interaction with NCRIC, previously governed by General Order N-17, will now be governed by the NCRIC MOU. Interaction between NCRIC and BPD promotes public safety and serves the law enforcement mission.</p> <p>Transparency of Suspicious Activity Reporting to NCRIC is accomplished through reporting redacted SARs to City Council.</p>
Cost:	<p>If Approved: Cost will be neutral. Approval will continue to support current law enforcement activity, funded in existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of or reduced interaction would inhibit investigations and impact successful prosecution. Public and employee safety would be adversely affected. Increased local enforcement responsibility would increase local costs.</p>
Recommendation:	Continued Approval



Memorandum of Understanding and Agreement

Northern California Regional Intelligence Center

Mike L. Sena
Director, Northern California Regional Intelligence Center &
High Intensity Drug Trafficking Area



NORTHERN CALIFORNIA REGIONAL INTELLIGENCE CENTER MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into by and between the Northern California Regional Intelligence Center ("NCRIC") and the law enforcement or public safety agency executing this agreement as indicated on the signature page "Member Agency", hereinafter "Berkeley Police Department".

WHEREAS, the Berkeley Police Department provides public safety services; and

WHEREAS, NCRIC is a multi-jurisdictional public safety information fusion center managed under the Northern California High Intensity Drug Trafficking Area (NCHIDTA) Executive Board that assists public safety agencies with the collection, analysis and dissemination of information related to criminal threats; and

WHEREAS, the mission of the NCRIC in collaboration with the Berkeley Police Department is to protect the citizens of the counties within its area of responsibility from the threat of narcotics trafficking; organized crime; international, domestic and street terrorism related activities through information sharing and technical operation support to public safety agencies; and

WHEREAS, NCRIC and the Berkeley Police Department are dedicated to the most efficient utilization of their resources and services in public safety endeavors; and

WHEREAS, NCRIC and the Berkeley Police Department are committed to cooperation and coordination in providing the highest level of safety services to the public, guided by the principle that cooperative efforts are in the public's best interest; and

WHEREAS, the Berkeley Police Department supports the sharing of information contained within its electronic data systems in furtherance of collaboration with other appropriate public safety entities, through integrated systems of information technology that the NCRIC has developed, established, or licensed; and

WHEREAS, NCRIC and the Berkeley Police Department recognize the need to protect the Berkeley Police Department's ownership and control over its shared information, to optimize the means through which shared information is accessed or analyzed, and to protect privacy and civil liberties in accordance with the law; and

NOW, THEREFORE, NCRIC and the Berkeley Police Department hereby agree to conditions set forth in this MOU:

1) Purpose

This agreement provides a framework for the Berkeley Police Department and NCRIC to facilitate data collaboration – both outward sharing of information from the Berkeley Police Department, as well as providing the Berkeley Police Department with shared information from other sources - in a manner that protects the rights and authority of the Berkeley Police Department, allowing participation in sharing environments while simultaneously retaining ownership of its data and control over which records are shared, how they are shared, and with whom.

2) Definitions and other Terminology

Member Agency / the Berkeley Police Department: the law enforcement or public safety organization whose leadership or appropriate authority has signed this agreement and actively participates in bi-directional information sharing with other law enforcement or public safety entities through assistance from the NCRIC.

Data: electronic records, analyses, images, and other information associated with incidents, persons, or objects, originally created by the Berkeley Police Department and existing in the Berkeley Police Department system or database.

Contributed Data: records originating from the Berkeley Police Department that the Berkeley Police Department has elected to share with other appropriate parties.

Shared Data: the aggregate pool of shared information from the Berkeley Police Department and other contributing sources, made available via the NCRIC or facilitated by NCRIC funding, technology systems, and/or efforts.

Authorized Users: personnel from the Berkeley Police Department that have the appropriate clearance and authority to utilize and access shared data as a function of their employment, in support of law enforcement or public safety.

3) Rights, Powers and Authority

This Agreement does not limit the rights, powers, and authority of either party. Nothing in this Agreement shall be construed to require either party:

- a) to disclose any information it determines, in its sole discretion, it does not have the ability or authority to disclose; OR
- b) to perform any act that it determines, is contrary to law or public policy; OR
- c) to provide personnel, equipment, or services to the other party; OR
- d) to modify, restrict, or inhibit utilization of any information technology systems

4) Data Sharing

Recognizing that the Berkeley Police Department has sole discretion to choose exactly the information it wishes to contribute, the audience to which contributed data may be shared, and retains unbridled authority to redact or exclude information: the Berkeley Police Department agrees to promote comprehensive, timely, and accurate data sharing, with the exception of BWC footage or ALPR data, which shall not be shared by the Berkeley Police Department under this Agreement.

The Berkeley Police Department may submit information to NCRIC through the Suspicious Activity Report System (SARS). The submitted information will be for law enforcement purposes only. All SARS shall be submitted in accordance with the Berkeley Police Department's Suspicious Activity Reporting Policy.

The Berkeley Police Department grants authority to NCRIC to further share the information contributed by the Berkeley Police Department with other public safety entities who possess a need to know and right to know the shared data, except where explicitly denied by the Berkeley

Police Department.

The Berkeley Police Department grants authority to the NCRIC to execute information sharing agreements with other agencies, and to expand, incorporate, and unify additional shared information from other agencies. Such agreements will not require further review or approval by the Berkeley Police Department.

The Berkeley Police Department grants authority to the NCRIC to provide contributed data into software platforms to optimize law enforcement sharing, search, reporting, or analytic capabilities. Such connections will not require further review or approval by the Berkeley Police Department, provided it occurs entirely within technology infrastructure that is both CJIS-compliant and NCRIC managed.

If NCRIC determines it is in the interest of public safety to connect the Berkeley Police Department's contributed data to a CJIS-compliant system that resides outside NCRIC ownership and control, NCRIC shall only proceed after obtaining written approval from the Berkeley Police Department.

The Berkeley Police Department retains right to later determine that any contributed data should no longer be shared, or to opt out of any specific sharing software platform. In these instances, NCRIC will make every reasonable effort to accommodate the updated preferences of the Berkeley Police Department within 14 days.

5) **Goal**

When submitting SARS, accessing NCRIC's databases or utilizing NCRIC's equipment, the Berkeley Police Department's goal is to provide and obtain critical information for law enforcement purposes while protecting the civil liberties of the public.

6) **Berkeley Surveillance Ordinance and NCRIC Surveillance Equipment**

The Berkeley Police Department shall conform to the requirements of the Berkeley Surveillance Ordinance, see Chapter 2.99 of the Berkeley Municipal Code.

The Berkeley Police Department may request equipment and analytical support from NCRIC. The Berkeley Police Department will use the equipment and support for a limited duration which is sufficient to achieve the public safety mission. Any use of NCRIC's surveillance equipment will comply with the Berkeley Surveillance Ordinance, including reporting the use in the annual Surveillance Report.

Any information received by way of NCRIC equipment or support will be retained by BPD only if it is used in an investigation, wherein the data will remain with the case until the case is purged according to BPD retention guidelines, see BPD Records Maintenance and Release Policy.

7) **Sharing in Compliance with State and Federal Law**

In gathering, sharing, and storing information, and in all other respects in performing acts related to this Agreement, the parties will comply with all applicable laws, rules, and regulations, both those in existence at the time of execution of this MOU and those enacted subsequent to execution of this MOU, including but not limited to, to the extent applicable, the California Values

Act (Government Code Section 7284 *et seq.*). NCRIC will, consistent with Section 7284.8(b) work to ensure that databases are governed in a manner that limits the availability of information therein to the fullest extent practicable and consistent with federal and state law, to anyone or any entity for the purpose of immigration enforcement.

The Berkeley Police Department intends to submit limited information to NCRIC. The information submitted will be for specific law enforcement purposes only, such as Suspicious Activity Reports. Procedures regarding SAR submittals can be viewed in BPD's Suspicious Activity Reporting Policy.

8) ALPR Information

Authorized BPD members may choose to receive Automated License Plate Reader (ALPR) data from NCRIC. This data can be used as a tool in a criminal investigation. The data the member receives includes the date, time and location a license plate was seen, along with a photo of the back or front of the vehicle showing the license plate. The ALPR data is retained by NCRIC for 365 days. The ALPR data will not be entered into BPD's records management system or retained by BPD unless it is used in an investigation. If the data is used in an investigation, the data will remain with the case until the case is purged according to BPD retention guidelines. See also BPD's ALPR, Suspicious Activity Reporting, and Records Maintenance and Release Policies.

9) Information Ownership and Release

The Berkeley Police Department remains the official custodian of all contributed data. To the fullest extent permissible by law, all requests for information, including but not limited to inquiries under the California Public Records Act or Freedom of Information Act, will be referred to the Berkeley Police Department that is the originator of the requested data. The Berkeley Police Department that is the originator of the requested data will be responsible for responding to the request and will indemnify and defend the NCRIC from any action brought related to the Berkeley Police Department's response, or lack thereof, provided that NCRIC uses best efforts to promptly inform the Berkeley Police Department of the CPRA request upon receipt.

10) Authorized User Access and User Responsibilities

The Berkeley Police Department is responsible for management of its Authorized User accounts and the activities of its Authorized Users.

The Berkeley Police Department agrees that all Authorized Users shall be current employees in good standing that are legally entitled to view law enforcement sensitive content as part of their assigned duties in support of public safety.

Authorized users may also choose to receive the following information from NCRIC via email:

1. Advisories (accessible to BPD for 60 days per NCRIC guidelines)
2. Public Partner Briefs - SARS (accessible to BPD for 60 days per NCRIC guidelines)
3. Training opportunity bulletins (accessible to BPD for 90 days per BPD email retention guidelines)

BPD's definitions for the listed information mechanisms can be found in BPD's Suspicious Activity Reporting Policy.

If for any reason a user is no longer eligible for such access, including ending employment with the agency, the Berkeley Police Department will ensure access is removed and make notification to the NCRIC.

The Berkeley Police Department agrees that shared information is to be used solely for authorized purposes consistent with the law. The Berkeley Police Department shall not use or share the information for any unauthorized purposes, and Member Agencies agree that such actions will result in the Berkeley Police Department or its offending Authorized User being revoked access to the system.

The Berkeley Police Department will ensure that its Authorized Users will not access shared data by using a name, password, or any authentication mechanism that is assigned to another person. The Berkeley Police Department will ensure that Authorized Users will not share passwords with another individual, nor allow another user to utilize the system under their credentials.

The Berkeley Police Department will ensure that shared data will only be accessed from electronic devices that meet all current security requirements for accessing law enforcement information. Such policies should also forbid utilization of personal / non-agency devices, or enforce appropriate security requirements on those devices to meet CJIS compliance.

11) No Guarantee of Accuracy

The Berkeley Police Department acknowledges that shared data may or may not be accurate. The Berkeley Police Department further understands that neither the suppliers of shared data nor NCRIC are warranting the accuracy of such information. The Berkeley Police Department agrees to take necessary steps to appropriately verify the accuracy of any and all information before taking any action based upon it.

The Berkeley Police Department understands and agrees to put in place a policy that clearly sets forth a requirement of verification and so inform each Authorized User.

The Berkeley Police Department agrees to use shared data as a pointer system for investigative leads or guidance, and not as the sole source of probable cause for law enforcement actions.

12) Information Security and Standards Compliance

The Berkeley Police Department and NCRIC agree to enforce and maintain security for shared data in compliance with all applicable law, including but not limited to the California Department of Justice's California Law Enforcement Telecommunications System Policies, Practices, and Procedures (CLETS PPP) and the Federal Bureau of Investigation's Criminal Justice Information System Security Policy (FBI CJIS Security Policy).

The Berkeley Police Department and NCRIC shall store information, whether electronic or hardcopy, only in a manner that is compliant with all applicable physical security and cyber security requirements. Data shall be retained, purged, and destroyed in accordance with all applicable standards. Data exchange and user access shall be achieved using encryption, private networks, or other configurations that follow current best practices for information technology.

13) Mutual Indemnification

For the purpose of this Section, indemnification of NCRIC and its employees includes any and all NCRIC personnel, regardless of whether they may be employed by or assigned to NCRIC from another public agency.

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act or omission of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14) Costs

Execution of this agreement shall not be construed to require NCRIC or the Berkeley Police Department to incur any new costs. For any potential costs associated with information sharing or access to shared information, either party may determine in its sole discretion, whether or not to incur those costs.

15) Partial Invalidity

If any terms or conditions of this Agreement shall to any extent be judged invalid, unenforceable, or void for any reason whatsoever by a court of competent jurisdiction, the remaining terms and conditions of this agreement shall continue in full force and effect.

16) Effective Date and Term of MOU

This agreement shall remain in effect until terminated by either party by giving written notice. In the event of termination, NCRIC will destroy or return the Berkeley Police Department's contributed data, and provide written confirmation upon completion.

This agreement supersedes any previous Memorandum of Understanding between NCRIC and the Berkeley Police Department regarding the sharing of law enforcement information systems and data.

17) Written Amendments or Assignment

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

18) Signer Authority and Electronic Documents

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective parties.

Unless otherwise prohibited by law, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature.

The Berkeley Police Department hereby executes this MOU as of the date of execution by the individual below possessing the authority to sign on behalf of the Berkeley Police Department:

The Berkeley Police Department

Signed: 
Name: Jennifer Louis
Title: Chief of Police, Berkeley Police Department

Date: Aug 7, 2024

The Northern California Regional Intelligence Center:

Signed: 
Name: Mike Sena
Title: Director, Northern California Regional Intelligence Center

Date: Aug 7, 2024

Berkeley Police Department MOU Compendium

Item #	3.13
Title:	FEDERAL: UNITED STATES DEPARTMENT OF JUSTICE UNITED STATES MARSHALS SERVICE (USMS) FUGITIVE TASK FORCE
Type:	Written Agreement
Approvals:	New
Summary:	<p>The United States Marshals Service directs and coordinates a regional fugitive task force consisting of federal, state and local law enforcement officials. The mission of the task force is to investigate and arrest persons who have active warrants for their arrest. The Police Department will work with them to target crimes that primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes conducted by subjects who have a criminal history involving violent crimes, felony drug offenses and/or weapons offenses.</p> <p>Cases that the Police Department seeks assistance on must be submitted to the task force and accepted at the discretion of the task force Chief Inspector/Chief Deputy.</p> <p>Civil immigration enforcement is not a part of the mission of the task force.</p>
Rationale:	As part of the Fugitive Task Force the Police Department gains valuable resources to apprehend violent fugitives. Involvement in this task force brings additional personnel and resources to locate and arrest persons with active felony warrants.
Cost:	<p>If Approved: Cost will be neutral and may consist of overtime reimbursement. Approval will continue to support current law enforcement activity, funded in the existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of or reduced interaction would inhibit investigations and impact successful prosecution. Public and employee safety would be adversely affected. Increased local enforcement responsibility would increase local costs.</p>
Recommendation:	Approval

United States Marshals Service

Fugitive Task Force

Memorandum of Understanding

For Non-Federal Agencies

Rev. 03/2023

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

Berkeley Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief

Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must

formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

RECORDS, REPORTS, AND TESTIMONY: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the

parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information

or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

RELEASE OF LIABILITY: The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 26712680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a

result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an “employee” of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case- by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

Task Force: PSWRFTF
UNITED STATES MARSHAL:

Print Name: Jay Bieber

Signature: **JAY BIEBER** Digitally signed by JAY BIEBER
Date: 2024.08.14 14:58:46 -07'00'

Date:

RFTF COMMANDER (where applicable):

Print Name: Sean LoPiccolo

Signature: SEAN LOPICCOLO Digitally signed by SEAN
LOPICCOLO
Date: 2024.08.15 10:56:42 -07'00'

Date: 8/15/24

PARTNER AGENCY:

Name: Berkeley Police Department

Location (City, State): Berkeley, CA

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: Jennifer Louis , Chief of Police

Signature: 

Date: 8/14/24

ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:

Print Name:

Signature:

Date:

Berkeley Police Department MOU Compendium

Item #	4.1
Title:	PRIVATE: CHILD ABUSE LISTENING, INTERVIEWING & COORDINATION (CALICO)
Type:	Written agreement
Approvals:	Initial: April 20, 2010 / Current: November 12, 2024
Summary:	<p>CALICO is a private organization that provides legal, medical, and therapeutic services to children and developmentally-delayed adults in Alameda County who are victims or witnesses of abuse and neglect. CALICO provides similar services to effected families.</p> <p>The Police Department and CALICO commit to a partnership toward mutually valued goals: facilitating a multidisciplinary team response to child abuse; accomplish forensic interviews with trained Child Interview Specialists in a safe, neutral, child-friendly environment; and, share relevant information as permitted by law.</p>
Rationale:	Partnerships between the Police Department and public safety- focused organizations like CALICO enhance the effectiveness of juvenile criminal investigation, promote prevention of child abuse and neglect, and facilitate supportive provision of services to juvenile victims and their families.
Cost:	<p>If Approved: \$5,400.00 donation (annual). While there is no contractual or statutory obligation to remit funds to CALICO for services rendered, the Police Department, on behalf of the City, has for many years responded to an annual request for donation to support CALICO operations. Approval will continue to support current law enforcement activity, funded in existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of or reduced interaction would inhibit investigations and impact successful prosecution. Public safety would be adversely affected. Increased local enforcement responsibility would increase local costs.</p>
Recommendation:	Continued approval

OPERATIONAL AGREEMENT

This Operational Agreement, effective January 1, 2025, affirms that CALICO and the following partnering agencies intend to work together toward our mutual goal of achieving justice and healing for children and adults with developmental disabilities in Alameda County, who are victims or witnesses of abuse and neglect, and their families.

- Alameda County Behavioral Health Care Services
- Alameda County Counsel
- Alameda County District Attorney's Office
- Alameda County Family Justice Center
- Alameda Health System, Highland Hospital, Sexual Assault Center
- Alameda County Probation Department
- Alameda County Sheriff's Office
- Alameda County Social Services Agency
- Alameda Police Department
- Albany Police Department
- BART Police Department
- Berkeley Police Department
- California Department of Social Services, Community Care Licensing
- California State University - East Bay
- Dublin Police Services
- East Bay Regional Parks Police Department
- Emeryville Police Department
- Fremont Police Department
- Hayward Police Department
- Livermore Police Department
- Newark Police Department
- Oakland Police Department
- Piedmont Police Department
- Pleasanton Police Department
- San Leandro Police Department
- UCSF Benioff Children's Hospital Oakland, Center for Child Protection
- Union City Police Department
- University of California - Berkeley Campus Police Department

To achieve our mutual goals, CALICO agrees to:

- Facilitate a multi-disciplinary team response to child abuse and cases involving adults with developmental disabilities as described in the Alameda County Child Abuse Protocol;
- Exchange information to the fullest extent permitted by law;
- Maintain as required by law the confidentiality of the shared information;
- Receive referrals for interviews from multi-disciplinary team members;
- Coordinate the scheduling of interviews with involved agencies;
- Provide trained Child Interview Specialists to conduct forensic interviews;



CALICO

524 Estudillo Ave., San Leandro, CA 94577 tel: 510-895-0702 fax: 510-895-0706
email: Info@calicocenter.org web: www.calicocenter.org

Child Abuse Listening,
Interviewing &
Coordination Center

- Provide a safe, neutral, child-friendly environment for victims and family members;
- Maintain interviewing facilities in both San Leandro and at the Family Justice Center in downtown Oakland;
- Create two, original recordings of the forensic interview;
- Provide clinically trained family support staff to provide crisis intervention, referrals and follow-up support to caregivers of CALICO children and adults with developmental disabilities;
- Facilitate monthly multi-disciplinary team case review and program advisory committee meetings; and
- Provide training for multi-disciplinary team members.

The Berkeley Police Department agrees to:

- Participate in a multi-disciplinary team response to child abuse and cases involving adults with developmental disabilities as described in the Alameda County Child Abuse Protocol;
- Exchange information to the fullest extent permitted by law;
- Maintain as required by law the confidentiality of the shared information;
- Schedule forensic interviews at either of CALICO's two interviewing facilities;
- Cross report to and coordinate with other agencies who need to be involved in the interview process;
- Work closely with CFS to observe the forensic interviews together, whenever possible;
- Consult with other multi-disciplinary team members, as needed, to discuss appropriate criminal charges;
- Refer victims to acute and non-acute forensic medical exams, as appropriate;
- Provide a representative to attend monthly program advisory committee meetings; and
- Attend and exchange information at multidisciplinary team case review meetings, as requested.

We the undersigned, as authorized representatives of CALICO and the Berkeley Police Department, do hereby approve this agreement.



Nadia Bueno
Executive Director
CALICO

11/1/24
Date



Jennifer Louis
Chief of Police
Berkeley Police Department

11/12/24
Date

Berkeley Police Department MOU Compendium

Item #	4.2
Title:	PRIVATE: CRITICAL REACH
Type:	General understanding
Approvals:	Initial: September 19, 2006 / Current: May, 2025
Summary:	<p>Critical Reach is a private company that provides an Internet based communication system designed to facilitate effective communication between law enforcement agencies and other subscribing entities (i.e., news media).</p> <p>The Police Department employs the Critical Reach system to disseminate important crime- oriented information and public notifications, historically referred to as "Be-On-The-Lookout" announcements and "All Points Bulletins". The intent and value of Critical Reach communications is the rapid location of missing persons, recovery of stolen property, the furtherance of criminal investigations, and enhancement of public safety.</p>
Rationale:	Rapid communication is a crucial component of providing effective public safety services. The absence of practical communication mechanisms provides opportunity for criminal offenders to evade justice. Partnerships between the Police Department and public safety-focused organizations like Critical Reach enhance the effectiveness of criminal investigation and promote public safety.
Cost:	<p>If Approved: Software licensing for up to six computers and system maintenance by Critical Reach costs the Police Department \$1350 per year; the Police Department maintains two computers for Critical Reach. The City provides all computer hardware components. As needed, equipment replacement costs would be based on the component required (est. \$30- \$1000). Approval will continue to support current law enforcement activity, funded in existing budget.</p> <p>If Not Approved: Effect on cost cannot be calculated. Absence of this communication service would inhibit investigation and adversely affect public safety. Increased local enforcement responsibility would increase local costs.</p>
Recommendation:	Continued approval



APBnet Terms of Use Agreement

APBnet Terms of Use Agreement

This Terms of Use agreement ("Agreement") is a legal agreement between you and Critical Reach, Inc. ("us," "we," "our") for the use of the APBnet law enforcement alert system. This Agreement governs access to and use of APBnet.

By using APBnet, you agree to be bound by the terms of this Agreement and affirm that you have the authority to bind yourself and your employer to the Agreement. If you do not agree to the terms of this Agreement, you are not permitted to use APBnet.

Deployment of APBnet

You are entitled to unlimited deployment of APBnet (no limit on how many user numbers may be installed), unlimited use of APBnet, and unlimited support of APBnet users. The only cost for APBnet is an annual support fee paid to Critical Reach.

Acceptable Use

You agree to use APBnet only for its intended purpose. The intended purpose of APBnet is to help officers create photo bulletins for investigative and informational purposes and distribute them electronically to other officers, other agencies, and the public when appropriate; further, officers may search the database of previous bulletins based upon the data and images contained in those bulletins. Your officers, during their investigations, may upload data and images to APBnet and that information may be shared with other people and organizations at the bulletin creator's discretion.

It is your responsibility to ensure that your use of APBnet, including the data that you upload, submit, or otherwise input into or cause to be stored by APBnet, conforms to all applicable laws and legal requirements. By using APBnet, you warrant that you have proper legal authority and standing to obtain, use, and hold any data that you upload, submit, or otherwise input into or cause to be stored.

You agree not to misuse APBnet in any way, including, but not limited to, (a) Uploading or otherwise inputting any data that you do not have the legal right, authority, or standing to obtain, hold, and use;



(b) Sharing access to APBnet, including your username and password, with others; (c) Testing in any way the vulnerability of any component of APBnet; (d) Circumventing any security or authentication measures implemented by APBnet; (d) Interfering with any user, host, or network associated with APBnet; (e) Inputting malware to APBnet; (e) Sending promotions, advertisements, or spam to or from APBnet; (f) Using altered, deceptive, or false source-identifying information; (f) Violating the privacy of others, defaming others or violating the law in any way. Critical Reach reserves the right at its discretion to revoke access to APBnet for any misuse of APBnet.

You may not, without the prior written consent of Critical Reach, conduct, cause, or facilitate the: (a) use, copying, reproduction, modification, rental, lease, sublease, sublicense, public display, public performance, or transfer of APBnet except as expressly provided in this Agreement; (b) creation of any derivative works based on APBnet; (c) reverse engineering, disassembly, or decompiling of APBnet's underlying computer code or software; (d) use of APBnet in connection with service bureau, facility management, timeshare, service provider, or like activity whereby you operate or use APBnet for the benefit of a third party that has not been licensed by Critical Reach to use APBnet; (e) use of APBnet by any third party under your user account or login for APBnet.

Any data or content that you input into APBnet is owned by you. Critical Reach expressly disclaims any legal liability for the data or content that you upload, submit, or otherwise input into or cause to be stored by APBnet.

Privacy Statement

By using APBnet, you consent to the data practices described in this statement. Critical Reach is not responsible for the privacy statements or other content on websites outside of the Critical Reach.org or apbnet.net domains that may link to our pages.

APBnet will store data that you upload, submit, or otherwise input into APBnet, and will process such data as needed to perform various functions of APBnet that you choose to use in conjunction with the data that you input. Critical Reach does not claim any right of ownership to any data that you upload, submit, or otherwise input into or cause to be stored by APBnet; you retain all rights of ownership to such data.



Critical Reach collects personally identifiable information, such as your email address, name, home or work address or telephone number and general geographic location (e.g., by country or state). Critical Reach also automatically collects usage statistics for various functions offered by APBnet, as well as information about your computer hardware and software, including, but not limited to your IP address, browser type, domain names, access times and durations, and referring website addresses. Critical Reach uses this information for the operation of APBnet, to maintain the quality of APBnet, and to provide for general statistical analysis regarding use of APBnet.

APBnet secures all data that you upload, submit, or otherwise input into or cause to be stored by APBnet, including your personally identifiable information, from unauthorized access, use, or disclosure. When you upload data to APBnet, it is protected in transit through the use of encryption protocols, such as the Secure Socket Layer (SSL) protocol or the Transport Layer Security (TLS) protocol.

Critical Reach collects and uses your personally identifiable information to operate APBnet and to deliver the functionality to which you have requested access. Critical Reach may also use your personally identifiable information, from time to time, to inform you of other products or services available from or through Critical Reach. Critical Reach may also contact you via surveys to conduct research about your opinion of APBnet or of potential new services that may be offered. In the event that you are contacted for any of the forgoing reasons, you will be offered the opportunity to opt out of future contacts of the same nature.

Critical Reach does not sell, rent, or lease its customer lists, including personally identifiable information, to third parties. Critical Reach will disclose your personal information, without notice, to lawfully authorized recipients, only if required to do so by law or in the good faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on Critical Reach, (b) protect and defend the rights or property of Critical Reach, and (c) act under exigent circumstances to protect the personal safety of users of APBnet or of the public.

Critical Reach may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are



prohibited from using your personally identifiable information except to provide these services to Critical Reach, and they are required to maintain the confidentiality of your information.

Superseding Provisions

Part or all of this Agreement may be superseded or augmented by one or more additional, legally binding contracts or provisions (collectively, "Provisions") between the user or the purchasing agency associated with the user and Critical Reach. It is the user's responsibility to be aware of any such Provisions and of the terms and limitations specified by such Provisions. Any and all additional Provisions are subject to the terms of this Agreement unless otherwise explicitly specified in the Provisions and, except as otherwise expressly provided in the Provisions, in the event of any conflict between the terms of this Agreement and the terms of any Provisions, this Agreement shall control.

Limited Warranty

APBNET IS OFFERED AS IS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CRITICAL REACH DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE USER ASSUMES ALL RISKS AS TO THE QUALITY AND PERFORMANCE OF APBNET. Critical Reach does not warrant or guarantee that the functions contained in or offered by APBnet will meet the User's requirements or that the operation of or accessibility to APBnet will be uninterrupted or error free.

Limitations of Remedies and Liability

IN NO EVENT WILL CRITICAL REACH, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, EVEN IF CRITICAL REACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, OR FOR ANY CLAIM BY ANY OTHER PARTY.



Indemnification

By using APBnet, you agree to hold harmless and indemnify Critical Reach against any and all claims and actions arising or resulting from your use of APBnet, including, without limitation, expenses, judgements, fines, settlements, and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from your use of APBnet.

Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws provisions. In the event of a dispute, the user agrees to first negotiate and mediate the dispute. If such efforts are unsuccessful within 90 days of written notice of the dispute, as a last resort, the user agrees to submit exclusively to the jurisdiction of the federal and state courts of the State of California, and further agrees that any and all legal actions arising therefrom shall take place in such courts.

Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired and shall remain in force.

Term/Termination

Critical Reach invoices each organization using APBnet an annual support fee each December for the following calendar year's use of APBnet. This is the only cost associated with use of APBnet. It is at the organization's sole discretion to pay this invoice and renew use of APBnet for the following calendar year. If the organization terminates use of APBnet during that subscribed calendar year, they will have continued use of APBnet through that term. The organization will not be entitled to any refund or credit for support fees already paid.

General



This Agreement creates no third-party beneficiary rights. Critical Reach's failure to enforce any term or condition of this Agreement does not constitute or imply a waiver of its right to do so later, nor does it imply or permit any further waiver of that or any other term or condition. You may not assign any of your rights under this Agreement and any such attempt to do so is void, but Critical Reach may assign its rights under this Agreement to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with APBnet.

Contact Information

Critical Reach welcomes your comments regarding this Agreement. You may contact us at info@apbnet.net.

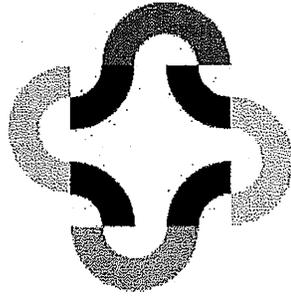
Copyright

APBnet and other accompanying and supporting materials are the copyrighted intellectual property of Critical Reach, and are protected by copyright laws and international copyright treaties. Critical Reach retains ownership of APBnet in all aspects and reserves all rights under copyright.

Notices of alleged copyright infringement should be reported to Critical Reach. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. We reserve the right to delete or disable content alleged to be infringing and to terminate access to APBnet by repeat infringers.

Berkeley Police Department MOU Compendium

Item #	4.3
Title:	PRIVATE: A SAFE PLACE
Type:	Written Agreement
Approvals:	Initial: November 8, 2011 / Current: April 17, 2024
Summary:	A Safe Place provides counseling and shelter placement for victims of domestic violence. They maintain and 24-hour crisis hot-line, as well as crisis counselors who will assist victims in shelter admittance.
Rationale:	<p>The Police Department strives to create positive outcomes for domestic violence survivors by breaking the cycle of violence and helping victims tap into resources outside of their current domestic situation. A Safe Place is the first step towards fostering this independence for victims and forging a secure space for victims to launch into a violence free existence.</p> <p>The Police Department agrees to use A Safe Place as their single point of contact when attempting to locate emergency placement services for domestic violence victims.</p>
Cost:	<p>If Approved: None.</p> <p>If Not Approved: Effect on cost cannot be calculated, but the loss of this single-point-of-contact system to our community's domestic violence victims would be significant.</p>
Recommendation:	Continued Approval



A Safe Place

MEMORANDUM OF UNDERSTANDING

October 31, 2023- November 30, 2026

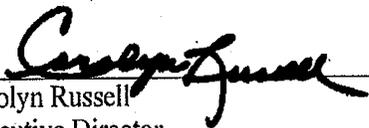
This Memorandum of Understanding (MOU) between **A Safe Place** and the **City of Berkeley Police Department** describes the ongoing working relationship and the activities in which we participate or engage in supportive efforts to serve victims of domestic violence.

The **City of Berkeley Police Department** will support the efforts of **A Safe Place** in the following manner:

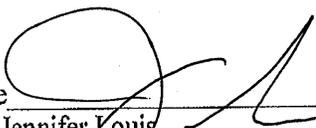
Contact **A Safe Place** 24-hour crisis line when responding to Domestic Violence victims for sheltering services.

Transport domestic violence victims, in accordance with department procedure, to a safe location where **A Safe Place** staff can meet clients for admittance to a shelter.

This agreement shall remain in effect from October 31, 2023 – November 30, 2026 or unless terminated in writing by either party.

Signature 
Carolyn Russell
Executive Director
A Safe Place

Date _____

Signature 
Jennifer Louis
Chief of Police
City of Berkeley Police Department

Date 4/17/24

Berkeley Police Department MOU Compendium

Item #	4.5
Title:	PRIVATE: BAY AREA WOMEN AGAINST RAPE
Type:	Written Agreement
Approvals:	Initial: October 28, 2014 / Current: April 4, 2024
Summary:	The Bay Area Women Against Rape (BAWAR) has been serving Alameda County since 1971 with support services for survivors of sexual assault. BAWAR provides a 24-hour crisis line, in-person and group counseling, as well as community awareness and prevention programs.
Rationale:	The City of Berkeley, despite significant declines in reported stranger assaults, provides police services to a significant number of sexual assault victims, many of whom require access to psychological and support services, which are not provided by the Police Department. BAWAR provides a bridge to healing, and to connecting sexual assault survivors to a community of successful survivors.
Cost:	<p>If Approved: The Police Department will continue to have access to a resource, which is instrumental in meeting the needs of community members who have been victims of serious and violent crimes.</p> <p>If Not Approved: Effect on cost could be significant. Absence of this resource would be a detriment to sexual assault survivors, as well as the City, as it would be required to attempt to provide follow-up services despite the absence of an established City program.</p>
Recommendation:	Continued approval



Memorandum of Understanding (MOU) between Berkeley Police Department
and Bay Area Women Against Rape (BAWAR)

Bay Area Women Against Rape (BAWAR) and Berkeley Police Department hereby agree to continue to constructively and efficiently work together to serve survivors of sexual violence in Alameda County.

BAWAR assumes responsibility for the operation of all baseline services, including a 24-hour crisis line, SART accompaniment and advocacy, crisis counseling, and community awareness and prevention. BAWAR will provide confidential advocacy and support to survivors of sexual violence during police interviews. BAWAR will commit to professional communication with the Berkeley Police Department and prioritize crisis response services referred from them.

Berkeley Police Department assumes responsibility for law enforcement services to survivors of sexual violence including SART participation. Berkeley Police Department will also inform survivors of their right to have a sexual assault counselor, human trafficking advocate and/or support person of their choice present during the interview process. Berkeley Police Department will participate in cross-training of staff and volunteers when appropriate and will communicate with BAWAR's SART team regarding case status updates for BAWAR clients. Personnel from Berkeley Police Department will receive a yearly training from BAWAR regarding agency updates, trauma-informed care and collaboration during the reporting process, and other relevant information.

Additionally, Berkeley Police Department and BAWAR agree to a bi-annual review and evaluation of services provided between BAWAR's Director of Programs, the SVU Sergeant, and the head of the patrol units.

This operational agreement will be in effect from January 1, 2024 - December 31, 2027.

SIGNED:

 4/16/2024

BAWAR Representative Signature & Date

Michelle La Place Watts

BAWAR Representative's Name, Printed

Director of Programs

Position / Role of Signer

 4.4.24

PD Representative Signature & Date

JENTATE
PD Representative's Name, Printed

DEPUTY CHIEF (ACTING CHIEF)

Position / Role of Signer